

**The State of Tennessee, Madison County**  
**Circuit Court**

Joshua Vowell

SUMMONS IN A CIVIL ACTION

No. C-23-83 DIV II

vs.

Plaintiff

Shelter Mutual Insurance  
Company and John Price

545 Main Stream Drive Ste 101  
Nashville, TN 37228

Jason Ferrell, Esq.  
Brewer, Krause, Brooks & Chastain PLLC

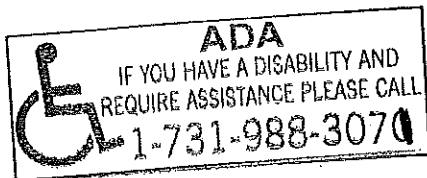
Defendant(s)

Address

To the above named defendant (s):

You are hereby summoned and required to answer, in writing, the complaint which is herewith served upon you, and to serve a copy of same upon Drayton Berkley, who is plaintiff's Attorney, whose address is 1255 Lynnfield Rd Ste 206 Memphis, TN 38119, within thirty (30) days after service of this summons upon you, exclusive of the date of service. If you fail to do so, a judgment by default will be taken against you for the relief demanded in the complaint.

Issued this 31 day of March, 2023



Gail Mooney, Clerk

By: [Signature]

Deputy Clerk

**RETURN ON SERVICE OF SUMMONS**

I hereby certify and return, that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I served this summons together with a copy of the complaint herein as follows: \_\_\_\_\_

Sheriff

Deputy Sheriff

IN THE CIRCUIT COURT OF MADISION COUNTY TENNESSEE  
FOR THE TWENTY-SIXTH JUDICIAL DISTRICT AT JACKSON

COPY

JOSHUA VOWELL,

Plaintiff,

v.

SHELTER MUTUAL INSURANCE  
COMPANY and JOHN PRICE

Defendants,

CASE NO. 6-23-83  
DIV II

**FILED**  
MAR 31 2023  
GAIL MOORE, COURT CLERK  
DEPUTY CLERK 1:45 PM.

**COMPLAINT FOR UMPIRE AND BREACH OF CONTRACT**

Comes now, Joshua Vowell ("Plaintiff"), by and through counsel, and respectfully requests this Honorable Court to order the Defendants to comply with the mandatory appraisal process and appoint a competent and impartial Umpire as required in the Homeowners policy language; and does further show the court as follows:

**I. PARTIES AND VENUE**

1. This Honorable court is authorized by mutual consent of the parties to select a competent and impartial umpire and order Defendant's to identify their appraiser pursuant to the policy language and pursuant to Tennessee Common and Statutory law.
2. Joshua Vowell, "Plaintiff" is the named insured and owner of the insured premises and dwelling located at 1562 Westover Road in Jackson, Tennessee 38301.
3. Shelter Mutual Insurance Company "Defendant" (NAIC Code # 23388), is a foreign corporation conducting the business of insurance in Tennessee with its principal offices

located at 1817 W Broadway Columbia, MO 65218; who in exchange for Plaintiff's monthly premiums, subject to the policy terms, conditions, exclusions and endorsements, insured the premises under Policy No. 41-71-4057896-8; and may be served through the Tennessee Insurance Commissioner. Defendant is responsible for the actions of John Price via operation of the doctrines of *respondent superior*, actual or apparent agency, employer-employee, or master –servant.

4. John Price is believed to be an adult resident citizen of Tennessee whose business address is 990 Elliston Way Thompsons Station, TN 37179, and Price may be served with process by any means authorized by Rule of the Tennessee Rules of Civil Procedure.

## II. FACTS

5. Defendants issued <sup>1</sup> Policy No. 41-71-4057896-8 to Plaintiff providing coverage for damages resulting from a carrier labeled CAT Wind occurrence, that was in effect on, or about, the stated date of loss of March 31, 2022, and assigned Claim No. HO0000003185676; for which Defendants extended coverage and made certain payments. See pertinent "policy" documents attached herewith in Collective Exhibits "1".

6. In a letter dated April 13, 2022, Defendants sent a estimate written by John Price stating \$ 4,032.30, an amount of loss materially different than Plaintiffs estimate of over \$ 192,000.00, with Price's estimate only considering a damaged fence even though this was a CAT labeled windstorm and there were missing shingles visible from the driveway. See Exhibit "2" and "3".

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<sup>1</sup> For purposes of judicial economy, only the Policy Declarations Page, Appraisal provision, and Appraisal Demand are attached as Collective Exhibits "1", to preclude the necessity for the Judge to "rifle through" a voluminous policy to locate the limited provisions relevant to these proceedings.

7. In late December of 2022, John Price met with Plaintiffs Public Adjuster at the insured property and was shown and observed all the damages that are listed in Plaintiffs estimate; and Price stated he would get Mr. Griffin a supplemental estimate to him and agreed to allow the Plaintiff to submit his proof of loss after receiving the same.

8. Receiving no response from Price for some time afterward, the Plaintiff submitted a proof of loss on January 17, 2023, along with his written demand for appraisal, pursuant to the policy provision that provides as follows. (See Coll. Exhibits "1" and Exhibit "4").

### **Appraisal**

If you and we fail to agree on the market value, total restoration cost, modified cash value, or amount of loss, as may be required in the applicable policy provision, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within **20 days** after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within **15 days**, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire. The appraisers shall then appraise the loss, stating separately the market value, total restoration cost, modified cash value, or amount of loss as may be required in the applicable policy provision. If the appraisers submit a written report of an agreement of the market value, total restoration cost, modified cash value, or amount of loss, as may be required in the applicable policy provision. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the market value, total restoration cost, modified cash value, or amount of loss. Each party will pay the appraiser it chooses, and equally pay expenses for the umpire and all other expenses of the appraisal. See Collective Exhibits "1".

9. Instead of naming an appraiser as mandated by the policy, adjuster Price sent a letter to Plaintiff and his Public Adjuster on February 7, 2023, conveniently on the twentieth day from the January 17, 2023, demand letter, stating that the proof of loss was *"being returned because we need an unaltered document. Enclosed are additional forms", if needed*", knowing that the Proof of Loss had not been altered at all, and that Plaintiff had simply added a reservation of his rights statement at the bottom of the form upon

advice from counsel. There was no legal reason to require another proof of loss, as it was only presented to stall the appraisal and frustrate the insured and is evidence of the pattern of claims handling tactics used by Defendants in other claims and litigation in this area. See Exhibit "5"

10. In the same letter, Price further states that, *"we are denying your request for appraisal, as we have not had the opportunity to investigate the additional claims outlined in the proof of loss and the estimate you provided"*; knowing that he had previously inspected and photographed the entire loss twice, had reviewed the estimate for over two months, and that no additional claims related to the property were made, nor were there any prerequisites in the policy exempting his mandatory compliance with the Plaintiffs appraisal demand; and that his actions rendered the appraisal process illusory and of little benefit to Plaintiff, and violated Plaintiffs' rights under the policy. See Exhibit "5"

11. In the letters in Exhibit "5" and in Exhibit "6", Defendants and their attorneys misrepresented coverage terms and benefits to an insured and insurance professional / practitioner related to a claim when he required Plaintiff to,; and their actions recklessly disregarded and withheld material facts that violated Plaintiffs rights under the policy causing the delay and denial of benefits owed under the policy (Collective Exhibits "2", "3", "5", and "6") .

12. Plaintiff received a letter from Defendants attorneys requiring that he submit to an Examination Under Oath and requesting that he provide contracts with his Public Adjuster and a litany of documents that the Defendants have long held in their possession, which is an identifiable pattern of claims and litigation handling practices to wrongfully delay and deny

13. Both parties are entitled to an expeditious appraisal, pursuant to the policy language, with two competent and impartial appraisers and a competent and impartial umpire, as these three are essential to an effective and fair process to determine the correct amount of loss to the property. See Collective Exhibits "1".

### **III. COMPEL APPRAISAL AND APPOINT UMPIRE**

#### *UMPIRE QUALIFICATIONS*

14. Although the policy does not outline the criteria to be used in the umpire selection process, "Generally accepted insurance principles dictate only that 'an umpire selected to arbitrate a loss should be disinterested, unprejudiced, honest, and competent..... '" *Brothers v. Generali Us. Branch*, No. CIV.A.1:97-CV-798-MHS, 1997 WL 578681, at \*3 (N.D. Ga. July 11, 1997) (quoting 6 Appleman, Insurance Law and Practice § 3928, at 554 (1972)). The umpire "should be impartial, honest, and competent, and should not live an unreasonable distance from the scene of the loss." *Corpus Juris Secundum*, Insurance § 1897 (2011) See, e.g. 6 Appleman, Insurance Law and Practice §3928, at 554 (1972); *Corpus Juris Secundum*, Insurance §1897

15. Plaintiff proposes the well-qualified individuals below who have no business or personal relationships with either party, and meet the criteria described herein.

- a) Scott Heidelberg: TN Certified PLAN Ump/Appr- CV
- b) Andy Fraraccio: Intrust Claims – CV attached
- c) Zach Baker: TN - The David Group - Certified Umpire – CV
- d) Mary Jo O'Neal: TN/IA.- Certified Appraiser / Umpire-CV
- e) Joe Harmon: TN – Restoration General Contractor Certified Umpire - CV
- f) David Hilsdon: Lic. Engineer, P.E. TN – CV See Collective Exhibits "7"

16. This Honorable Court is authorized by the consent of the parties', and as outlined in the policy appraisal provision, to choose an impartial umpire and/or a competent appraiser, if necessary, upon the request of either party, to select an umpire and compel the appraisal process to proceed.

### **COUNT III. BREACH OF CONTRACT**

17. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.

18. Defendants materially breached the insurance agreement by refusing to comply with the mandatory appraisal provision they wrote into the contract of adhesion.

19. Defendants materially breached the insurance agreement by failing to pay the insureds claim within sixty days after receiving the insureds proof of loss.

### **COUNT IV. PUNITIVE DAMAGES**

20. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.

21. Defendants conduct was reckless, and in light of the foregoing allegations, entitles Plaintiff to an award of punitive damages

### **COUNT V. UNLAWFUL INSURANCE ACT(S)**

*Tenn. Code Ann. §56-53-103*

22. All unlawful insurance acts were undertaken and completed by Defendants officers, agents, servants, employees, and/or legal representatives. All such acts were either done with the full authorization or ratification of Defendants and were completed in their normal and routine course and scope of employment, and Plaintiff incorporates the foregoing allegations as if fully set forth herein.

23. Defendants adjuster John Price, who on information and belief, is a resident of the State of Tennessee, and whose business address is 990 Elliston Way



Thompsons Station, Tennessee 37179, specifically misrepresented coverage terms and benefits to the insured and an insurance professional / practitioner relating to the pending claim and appraisal in a letter dated February 7, 2023 stating that the proof of loss was "*being returned because we need an unaltered document. Enclosed are additional forms, if needed*", knowing that the Proof of Loss had not been *altered* at all, but that Plaintiff had simply added a reservation of rights statement at the bottom of the form upon advice from counsel; and there was no legal reason to require another proof of loss or delay the appraisal, evidencing Defendants pattern of intentional delay tactics deployed in other claims and Price knew his statement did not preempt the Defendants mandatory compliance with the appraisal demand, that he in possession of all information needed to pay the claim, and knew his actions violated the Unlawful Insurance Act found at Tenn. Code Ann. §56-53-103(a)(1), and Plaintiffs rights under the policy by the delay and denial of benefits. A copy of the letter is incorporated herein by reference and attached herewith as Exhibit "5".

24. In the same letter Price misrepresented coverage terms and benefits to an insured and insurance professional / practitioner related to a claim payment by stating, in the same letter by stating, "*we are denying your request for appraisal, as we have not had the opportunity to investigate the additional claims outlined in the proof of loss and the estimate you provided*"; knowing that he had already inspected and photographed the entire loss, had reviewed the estimate for almost a month, and that no additional claims were made by Plaintiffs, nor were there any prerequisites in the policy exempting his mandatory compliance with the Plaintiffs appraisal demand; and that his actions rendered the appraisal process illusory and of little benefit to Plaintiff; and Price knew when he



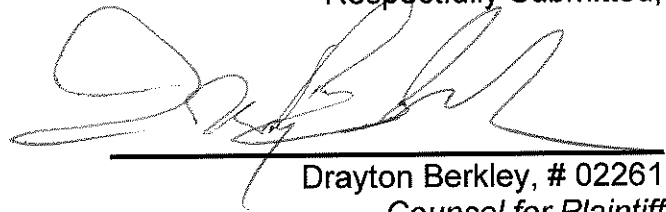
made these requests that his actions violated the Unlawful Insurance Acts enumerated in Tenn. Code Ann. §56-53-103(a)(1), and violated Plaintiffs rights under the policy by wrongfully causing the delay and denial of benefits and rights under the policy. A copy of the letter is incorporated herein by reference and attached herewith as Exhibit "5" .

25. Defendants, and with approval of their attorneys, misrepresented coverage terms and benefits to an insured and insurance professional / practitioner related to a claim payment by requiring that Plaintiff submit to an EUO and provide documentation that they already have in their possession or is irrelevant to the circumstances of the loss; with the knowledge and belief that an EUO is not prerequisite term in the policy that would preempt Defendants mandatory compliance with the appraisal demand; and the intentional actions of Defendants and their attorneys violated, or attempted to violate, the Unlawful Insurance Acts found at Tenn. Code Ann. §56-53-103(a)(1), and their actions violated the Plaintiffs rights under the policy, causing the delay and denial of benefits owed under the policy. A copy of the letter is incorporated herein by reference and attached as Exhibit "6".

26. The actions of Shelter, Price, and their attorneys were, and are, part of a pattern or practice of violations, and attempted violations, of the Unlawful Insurance Acts in Tenn. Code Ann. §56-53-103(a)(1); and all have committed, participated in, aided, abetted, and conspired to commit, the unlawful acts with an intended to induce reliance subject to Tenn. Code Ann. §56-53-107 that authorizes and entitles the Plaintiff to treble damages. WHEREFORE PREMISES CONSIDERED, Plaintiff requests the court order Defendants to comply with the mandatory appraisal provision, identify a competent and impartial appraiser, appoint a competent and impartial Umpire for proceedings consistent with the appraisal provision; and order the appraisers to submit their differences to the Umpire

within 20 days from the date of this order, and that the Umpire render a decision within 20 days from the date of the appraisers submitting their positions in order to timely resolve the amount of loss to Plaintiffs premises; and that the court grant pre-judgment interest, post-judgment interest, compensatory damages, attorney fees, treble damages, and other damages and expenses as authorized by Tenn. Code Ann. §56-53-107 of no less than THREE MILLION DOLLARS AND punitive damages of no less than FIVE MILLION DOLLARS.

Respectfully Submitted,



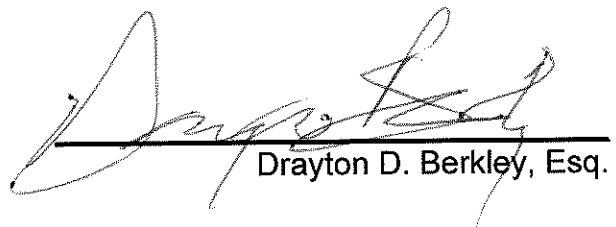
Drayton Berkley, # 02261  
*Counsel for Plaintiff*  
The Berkley Law Firm, PLLC  
1255 Lynnfield Road Ste 226  
Memphis, TN 38119,  
Phone. 901-322-8706  
[attorneyberkley@gmail.com](mailto:attorneyberkley@gmail.com)

### **Certificate of Service**

I hereby certify that a true and correct copy of the foregoing has been sent via U.S. Mail and Electronic Email to the following parties:

Jason Ferrell, Esq.  
Brewer, Krause, Brooks & Chastain, PLLC  
545 MainStream Drive Suite 101  
P: 615-630-7725 Fax: 615-256-8985  
Nashville, TN 37228  
Attorney for Defendants

This 31<sup>st</sup> day of March, 2023.



Drayton D. Berkley, Esq.

# COLLECTIVE EXHIBITS "1"

DECLARATIONS PAGES

APPRAISAL PROVISION

LOSS PAYMENT PROVISION

APPRAISAL DEMAND



Shelter Mutual Insurance Company  
1817 W Broadway  
Columbia, MO 65218  
1-800-SHELTER (743-5837)



000030154690

## Homeowners Insurance Policy Declarations

**Named Insured:**  
JOSHUA VOWELL  
1562 WESTOVER RD  
JACKSON TN 38301-9640

**Policy Number:** 41-71-4057896-8  
**Effective Date:** 04-17-2022 (12:01 AM CST)  
**Expiration Date:** 04-17-2023 (12:01 AM CST)

**Agent:** WILLARD BESHIRE  
41-0A193-60  
1463 SOUTH HIGHLAND  
SUITE C  
JACKSON TN 38301  
731-427-8707

These **Declarations** are part of your policy and replace all prior **Declarations**.

**Primary Location**  
1562 WESTOVER RD NEAR JACKSON TN 38301

**Description**  
1 Family Brick Veneer Dwelling

Coverages	Limits	Deductible	Endorsement Number	Premium
A. Dwelling	\$110,300	\$1,000*		\$903.43
B. Other Structures	\$11,030	\$1,000*		
C. Personal Property	\$77,210	\$1,000*		\$117.62
D. Additional Living Expense	24 Months			\$19.44
E. Personal Liab (BI & PD) Each Occurrence	\$100,000			\$27.30
F. Medical Payments To Others Per Person	\$1,000			
Renovation Cost Endorsement			B-639.9-B	
Expanded Renovation Cost Coverage			B-813.4-B	\$62.00

\* We will take only one deductible when multiple coverages apply to losses caused by one accident.

**Total for Term (This is Not a Bill):** \$1,129.79  
**Total for Adjusted Term (This is Not a Bill):** \$1,129.79

### Discounts:

The following discounts have been applied to this policy and are reflected in the above premiums, resulting in a premium savings of **\$428.14** *Protective Device Credit; Companion Policy*

Policy forms and additional endorsements attached to this policy	Number
Homeowners Insurance Policy (Special Coverage Form 3) - Tennessee	HO3 TN1
Mutual Policy Notification	S-18-S
Amendatory Endorsement - Additional Coverage C Perils	B-246-B
Exclusion-Electronic Smoking Device	B-311.10-B
Amendatory Endorsement - Short Term Rentals	B-372-B
Exclusion-Cannabis	B-310.18-B

**Important Messages**

Claim payments may result in a premium surcharge. A premium surcharge is a temporary increase of premium usually lasting 3 years. The surcharge amount is dependent on many factors, so we recommend contacting your agent for details about your specific situation.

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Included with this Declarations are the endorsements that were added or changed since your prior Declarations.

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Your Annual Privacy Notice, which contains information about how Shelter uses and protects your information, is available at <https://www.shelterinsurance.com/legal/policyholderprivacynotices>.

If you would like a paper copy of the Annual Privacy Notice please call 1-800-SHELTER and one will be mailed to you within 10 days. Shelter has not changed the Annual Privacy Notice or its privacy practices since your last receipt of the Annual Privacy Notice.

M-1438.2-M

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You now have the opportunity to reduce or stop receiving U.S. mail from Shelter. If you would like to learn more about this, simply visit [ShelterInsurance.com](https://www.shelterinsurance.com). If you need help, please call 1-800-SHELTER (743-5837).

B-864.1-B

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**INFLATION PROTECTION**

In accordance with the Inflation Protection Provision on your policy, the basic coverage limits for your property will increase 10.0% with your renewal payment. See your Declarations for the new limits.

B-711.3-B

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**Notice to Policyholder - Home-Sharing Update**

With this renewal, a new Amendatory Endorsement has been added to your policy to address short-term rentals/home-sharing exposures. This endorsement allows coverage while your home is being rented and will not reduce your current coverage. Please read through your new endorsement and contact your Shelter Agent with any questions or concerns.

B-375-B

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**NOTICE**

One item used in determining your premium is the underwriting tier to which your policy is assigned. This assignment is based on an evaluation of a number of risk factors. You can request that your underwriting tier be reevaluated. If you would like for your underwriting tier to be reevaluated, please contact your agent.

B-694-B

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Appraisal Clause

Ex. 1

Liability (Bodily Injury & Property Damage) Each Occurrence", for each **accident** irrespective of the number of **insureds**, **persons** injured, or **claims** made.

#### EXCLUSIONS

We do not cover:

1. **Damages** arising out of the **ownership**, maintenance, operation, use, or entrustment of:
  - (a) Aircraft other than miniature aircraft not designed to transport cargo or people.
  - (b) **Land motor vehicles**, other than **recreational motor vehicles**:
    - (1) **Owned** by any **insured**;
    - (2) **Operated** by any **insured**;
    - (3) **Rented** to any **insured**; or
    - (4) **Loaned** to any **insured**.

We do provide coverage if the **land motor vehicle** is kept in dead storage on the **insured premises** and is not licensed for use on **public roadways**.
  - (c) **Motorized vehicles**, if the **bodily injury** or **property damage** occurs away from the **insured premises**. This exclusion does not apply if the **motorized vehicle** is:
    - (1) A golf cart being used for golfing on a golf course;
    - (2) A vehicle originally designed to assist the physically handicapped;
    - (3) Not a **land motor vehicle** being used in a part-time job related activity by you or a **relative**, and the **individual** engaged in that activity is a full time student under the age of 25; or
    - (4) A lawn mower being used to mow other **premises**, so long as such mowing is not a **business**.
  - (d) **Motorized vehicles** used, or designed to be used, in competition with other vehicles.
  - (e) **Watercraft**, if the **bodily injury** or **property damage** occurs away from the **insured premises**. This exclusion does not apply if the watercraft is:
    - (1) **Owned** by an **insured**, and has:
      - (i) No sail;
      - (ii) No propulsion motor;
      - (iii) One or more outboard propulsion motors with 25 combined horsepower or less; or
      - (iv) One or more propulsion motors of any other design with 50 combined horsepower or less;
    - (2) **Owned** by an **insured** and is a sailing vessel 25 feet or less in length with, or without, an auxiliary propulsion motor;
    - (3) **Rented** by an **insured**, and:
      - (i) Has one or more propulsion motors with 200 combined horsepower or less; or
      - (ii) Is 25 feet or less in length without an auxiliary propulsion motor.

But this **rental** coverage is limited as stated in the section above headed "LIMITS".
2. **Damages** arising out of the rendering, or failing to render, professional services.
3. **Damages** arising out of **business** activity if that activity caused, or contributed to cause, the **damages**;
4. **Damages** arising out of the condition of any **premises owned**, **rented**, or controlled by, an **insured** other than the **insured premises**. However, we will cover **damages** owed to any **residence employee** and arising out of, and in the course of,

- employment by an **insured** at such **premises**.
5. **Damages** arising out of **bodily injury** or **property damage** that any **insured** intended to cause.
6. **Damages** arising out of **bodily injury** or **property damage** that a reasonable **individual** would expect to result from the intentional acts of any **insured**.
7. **Damages** arising out of war.
8. **Damages** arising out of **bodily injury** caused by the transmission of communicable diseases by any **insured**.
9. **Damages** owed solely because of a contract, warranty, or agreement, made by any **insured**.
10. **Damages** arising out of **property damage** to **premises** or **personal property**:
  - (a) **Owned** by any **insured**;
  - (b) **Occupied** by any **insured**;
  - (c) **Used** by any **insured**;
  - (d) **Rented** to any **insured**; or
  - (e) In the care of any **insured**.

We will cover **property damage** to such **premises** or **property** caused by fire, smoke, or explosion.
11. **Damages** also covered under any nuclear energy liability policy. This exclusion applies even if the limits of liability of that policy have been exhausted.
12. **Damages** arising out of **bodily injury** to any **resident** of the **insured premises**, except a **residence employee**.
13. **Damages** arising out of **bodily injury** to a **residence employee** unless written **claim** is made within 12 months after the end of the policy term during which the **accident** occurred.
14. **Damages** arising out of **bodily injury** to any **insured**. This exclusion applies, even if the **claim** is made by another **person** seeking contribution toward, or repayment of, **damages** based upon that same **bodily injury**.
15. **Damages** arising out of **bodily injury** to any **individual** on the **insured premises** because of the **business** of any **insured**.
16. **Damages** arising out of **property damage** to **property** on the **insured premises** because of the **business** of any **insured**.
17. **Damages** arising out of any activity of any **insured** that would constitute a crime under the laws of the state in which such activity occurred, whether or not such **insured** is actually charged with a crime for that activity.
18. **Damages** arising out of exposure to asbestos, radon, mold, lead, paint containing lead, chemicals, petroleum products, any other substance or material containing lead, or any pollutant. This exclusion applies, even if the **claim** is made by another **person** seeking contribution toward, or repayment of, **damages** based upon that same **bodily injury** or **property damage**.
19. **Damages** arising out of **property damage** caused by the intentional or negligent misrepresentation or non-disclosure of any material fact related to the sale, or attempted sale, of **property owned** by any **insured**.
20. **Damages** arising out of the **ownership**, or harboring of, animals that are not customarily kept in and around a household as pets.

#### COVERAGE F - MEDICAL PAYMENTS TO OTHERS INSURING AGREEMENT

Subject to the limit of our liability stated in this section, we will pay the reasonable charges for necessary goods and services incurred within three years after the date of a covered injury.



of the party to whom such payment is made to the extent of such payment. **Our** interest will extend to all securities held as collateral for the mortgage debt. Any mortgagee or trustee so paid agrees to sign whatever documents and take whatever actions we may reasonably request to enforce **our** rights under this provision. **Our** subrogation rights will not be enforced in such a way as to impair the right of the mortgagee or trustee to recover the full amount due under the mortgage.

If we pay the mortgagee or trustee any sum for loss under this policy, and we contend that we had no obligation to pay the mortgagor or owner, we may, at our option, pay the mortgagee or trustee the entire principal sum of the loan, with interest accrued to the date of payment and, if we do so, that person agrees to make a full assignment and transfer of the mortgage or trust deed and all other securities applicable to the loan to us.

7. No Benefit to Bailee

This insurance will not, in any way, benefit any person who may be caring for or handling property for a fee.

8. Recovered Property

If you recover any lost or stolen property for which we have made a payment under this policy, you agree to notify us of that fact within 10 days of its recovery. If you want to keep the property you may do so if you return the entire amount we paid you because of its loss. If you do not want to keep the property, you agree to allow us to take it, if we choose to do so. In that event the property will become our property.

If we recover any lost or stolen property for which we have made a payment under this policy, we agree to notify you of that fact within 10 days of its recovery. If you want the property you may take it if you return the entire amount we paid you because of its loss. If you do not want the property, you agree to allow us to keep it, if we choose to do so. In that event the property will become our property.

9. Payments Under This Section Of The Policy

Before we make any payments under Section I of this policy,

- (a) We must receive your completed proof of loss;
- (b) You must comply with all conditions of this policy; and
- (c) The amount of the loss must have been established by either:
  - (1) An agreement between you and us; or
  - (2) A final judgment of a court of law.

When these steps are completed, we will make any payments due for a covered loss within 30 days.

10. Appraisal

If you and we fail to agree on the **market value, total restoration cost, modified cash value**, or amount of loss, as may be required in the applicable policy provision, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire.

The appraisers shall then appraise the loss, stating separately the **market value, total restoration cost, modified cash value**, or loss to each item, as may be required in the applicable

policy provision. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the **market value, total restoration cost, modified cash value**, or amount of loss, as may be required in the applicable policy provision. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the **market value, total restoration cost, modified cash value**, or amount of loss. Each party will pay the appraiser it chooses, and equally pay expenses for the umpire and all other expenses of the appraisal.

11. Inflation Protection

To have the limits stated in the **Declarations** expanded in the event of a major loss, you agree that we may, at our option, adjust the Coverage A and Coverage B limits annually using data from industry sources that report changes in the construction cost index caused by inflation.

At each renewal date, your billing will reflect any adjustment in policy limits from the previous policy period.

You agree to:

- (a) Accept all adjustments in limits included in your renewal billing;
- (b) Notify us within 90 days of the start of any new building valued at \$5,000 or more, or any addition to or remodeling of buildings that increases their value by \$5,000 or more; and
- (c) Pay any required premium for such changes in value.

HOW LOSSES UNDER SECTION I ARE SETTLED

(A) These provisions apply to all losses settled under paragraphs (B), (C), (D), and (E), below:

- (1) If the **total restoration cost** of all covered property damaged in one accident is less than \$1,000, we will pay you the **total restoration cost**.
- (2) The amount of your deductible will be deducted from all losses covered under Section I of this policy, unless the specific coverage under which the loss is covered says otherwise. A single deductible applies to all covered losses caused by any one accident.
- (3) If we cannot agree with you as to the **total restoration cost, restoration cost, market value or modified cash value**, and agreement is required under this policy in order to conclude a claim, the **total restoration cost, restoration cost, market value or modified cash value**, whichever may apply to the specific claim, will be determined in accordance with the appraisal section of this policy.

(B) This provision applies to covered losses to all **personal property**:

- (1) When we agree with you as to the **market value** of the damaged part of those items, we will, at our option, do one of the following:
  - (a) Pay the **market value** of the damaged part of the covered property;
  - (b) Pay the **restoration cost** of the damaged part of the covered property;
  - (c) Pay to replace the damaged part of the covered property, in kind; or
  - (d) Pay the limit of coverage stated in this policy as applicable to the item, including any special limits,



January 17, 2023

Shelter Insurance  
Atn. John Price  
PO Box 6008  
Columbia, MO 65205-6008  
F. 888-742-5671/ T. 731-439-7665 E. [jprice@ShelterInsurance.com](mailto:jprice@ShelterInsurance.com)

**DEMAND FOR APPRAISAL**  
CLAIM NO. HO0000003185676

**//// TRANSMITTAL VIA EMAIL AND FACSIMILE ////**

Mr. Price,

This letter will serve as my demand for appraisal as required by my policy, and my appraiser is as follows:

Mr. Ben Perry  
Phone: (229) 560-2713  
Email: [benp@coastalclaims.net](mailto:benp@coastalclaims.net)

Please have your appraiser contact Mr. Perry as soon as possible.

Thanks,

Josh Vowell  
1562 Westover Rd  
Jackson, TN 38305

## EXHIBIT "2"



**Shelter Insurance**

PO Box 6008  
Columbia, MO 65205-6008  
Fax: 888-742-5671

04/13/2022

JOSHUA VOWELL  
1562 WESTOVER RD  
JACKSON TN 38301-9640

Re: Insured: JOSHUA VOWELL  
Claim Number: HO0000003185676  
Policy Number: 41-71-4057896-8  
Date of Loss: 03/31/2022  
Loss Location: 1562 Westover Rd Jackson TN 38301-9640

Dear JOSHUA VOWELL

Your Shelter Insurance® policy covers this property. We are sorry it has been damaged, but we are happy to help you with this covered loss.

We have investigated your claim and estimated the covered amount of your loss. We have enclosed your estimate and are issuing a payment for \$2,629.07. This initial payment is the actual cash value of your loss less your policy deductible. Here is how we arrived at this payment:

Total Estimated Cost to Repair or Replace	\$4,032.30
Less: Paid When Incurred	\$0.00
Less: Non-Recoverable Depreciation	\$403.23
Less: Your Deductible	\$1,000.00
Less: Amount over Limit	\$0.00
Initial Payment	\$2,629.07

You may be eligible for reimbursement of your Recoverable Depreciation amount based on your policy. Your Policy controls when and the amount we can pay for your loss. We have included important summary information about this and other coverages.

**What to do with the Estimate**

Please give this estimate, or a copy, to the repair professionals of your choice. They will review the damage we found and the estimated cost to repair. Any questions about the estimate, or if additional damages have been identified, need to be addressed with us before repairs to the property begin. Repairs made to your property, or repair costs not included in our estimate and agreed to by us, may not be covered.

**Protect Your Property**

Your policy requires you to protect your property from more damage. This includes completing any necessary temporary repairs to keep your property from suffering additional damage. Keep your receipts for any temporary repair and give them to your adjuster.

**Paid When Incurred**

Your policy covers some items only after the repair is complete and the cost incurred. These items may or may not be identified on your estimate. Our estimate lists the amount Shelter expects to pay for each item if, and when, it is actually incurred. You should review the estimate and talk to Shelter about any questions related to these charges, or items not listed, before starting your repairs.

**Depreciation**

Depreciation means the amount this property's value had been reduced before the loss because of its condition, age, extent of use, and obsolescence. If Recoverable Depreciation is deducted from this payment, we will reimburse you the amount you actually incurred to repair or replace that part of the property not to exceed the amount stated in your estimate or your policy limit. If an amount was subtracted for Non-Recoverable Depreciation, the policy does not provide reimbursement.

**Hauling Away Debris**

Your policy also repays you for reasonable costs you incur to haul away debris from your property. Please refer to your policy or call us for the restrictions for this payment

**Deductible**

Deductible means the amount of money deducted from the total amount of all losses covered under this policy unless the specific coverage indicates that no deductible applies. We will only pay for loss to covered property minus the deductible.

**How to Get Paid**

For debris removal, send us proof you incurred this expense and we will reimburse you.

You may email these to: [ClaimsDocuments@ShelterInsurance.com](mailto:ClaimsDocuments@ShelterInsurance.com)

You may mail these to: Shelter Insurance  
P.O. Box 6008  
Columbia, Missouri  
65205 6008

or fax to: 888-742-5671

**Other Information**

You may also desire to use or buy higher quality items than you had before. Your policy, however, does not cover that additional cost.

If your mortgage holder is a payee on this check, please understand that your policy obligates us to add them.

Thank you. Please call me if you have any questions.

Sincerely,

Paige Horton  
Catastrophe Response Adjuster  
(573) 239-9534

**Shelter Insurance**

PO Box 6008  
Columbia, MO 65205-6008  
Fax: 888-742-5671

<b>JOSHUA VOWELL</b> <b>1562 WESTOVER RD</b> <b>JACKSON TN 38301-9640</b>	<b>CLAIM NO.:</b> HO0000003185676 <b>Policy No.:</b> 41-71-4057896-8 <b>Date of Loss:</b> 03/31/2022 12:00 AM <b>Type of Loss:</b> CAT Wind <b>Cat No.:</b>
<b>Home phone:</b> (731) 432-0130	
<b>Business phone:</b>	
<b>Mobile phone:</b>	
<b>Bus. Fax:</b>	
<b>Contact:</b>	

**Summary of Payments**

<b>Estimated Replacement Cost Value (RCV)</b>	\$4,032.30
Less Recoverable Depreciation (RD)	\$0.00
Less Non-recoverable Depreciation (NRD)	\$403.23
<b>Net Actual Cash Value (ACV)</b>	\$3,629.07
Applied Deductible (Insured's Responsibility)	\$1,000.00
<b>Estimated Amount Payable</b>	<b>\$2,629.07</b>
<b>Total Estimated Recoverable Depreciation</b>	<b>\$0.00</b>
<b>Estimated Amount Available if Recoverable Depreciation is Incurred</b>	<b>\$2,629.07</b>

**Payment Summary**

ACV NoRD Payment ~ 04/13/2022 \$2,629.07

**Payment by Coverage Summary**

Coverage	Replacement Cost	Non-Recoverable Depreciation	Recoverable Depreciation	Applied Deductible	Amount Payable	Approved Payments	Remaining Amount Available
HOME/DWELLING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HOME/OTHRSTRUC	\$4,032.30	\$403.23	\$0.00	\$1,000.00	\$2,629.07	\$2,629.07	\$0.00
HOME/PERSPROP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Shelter Insurance**

PO Box 6008  
Columbia, MO 65205-6008  
Fax: 888-742-5671

JOSHUA VOWELL  
1562 WESTOVER RD  
JACKSON TN 38301-9640

Home phone: (731) 432-0130

Business phone:

Mobile phone:

Bus. Fax:

Contact:

**CLAIM NO.:** HO0000003185676  
**Policy No.:** 41-71-4057896-8  
**Date of Loss:** 03/31/2022 12:00 AM  
**Type of Loss:** CAT Wind  
**Cat No.:**

**ACV NoRD Payment \$2,629.07, 04/13/2022**

<b>Estimated Replacement Cost Value</b>	\$4,032.30
<b>Approved Invoice Amount</b>	\$0.00
<b>Previous Payments</b>	\$0.00
<b>Payment Amount</b>	\$2,629.07

**Comments**

\* These totals pertain only to the repair items invoiced.





**Shelter Insurance**  
 PO Box 6008  
 Columbia, MO 65205-6008  
 Fax: 888-742-5671

**ESTIMATE:** Structure (Shelter Insurance)

Claim #HO0000003185676, JOSHUA VOWELL

Modified

Total Materials:	\$2,249.10
Total Labor:	\$1,442.03
Total Equipment:	\$121.88
<b>Subtotal:</b>	<b>\$3,813.01</b>

Sales Tax 9.750% (applies to materials only):	\$219.29
<b>Replacement Cost Value:</b>	<b>\$4,032.30</b>

Replacement Cost on Coverage HOME/OTHRSTRUC:	\$4,032.30
Less Non-Recoverable Depreciation:	\$(403.23)
<b>Net Actual Cash Value on Coverage HOME/OTHRSTRUC:</b>	<b>\$3,629.07</b>
Coverage HOME/OTHRSTRUC Deductible (\$1,000.00) applied:	\$(1,000.00)
Net Actual Cash Value on Coverage HOME/OTHRSTRUC after Deductible:	\$2,629.07
<b>Amount Payable on Coverage HOME/OTHRSTRUC:</b>	<b>\$2,629.07</b>

<b>Net Estimate:</b>	<b>\$2,629.07</b>
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<b>Net Estimate:</b>	<b>\$2,629.07</b>
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Paige Horton  
 Catastrophe Response Adjuster  
 (573) 239-9534

Documents Email:  
[claimsdocuments@shelterinsurance.com](mailto:claimsdocuments@shelterinsurance.com)

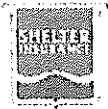
REASONABLE FEES FOR DEBRIS REMOVAL ARE PAID IF INCURRED AND COVERED BY YOUR POLICY

The depreciation column of your estimate identifies the depreciation amount applied to each line item. An "M" or "U" will appear next to the depreciation amount to define how the depreciation was calculated. An "M" means depreciation was applied to only the materials and sales tax needed to repair or replace that item. "U" means the depreciation was applied to the materials, labor, sales tax, and other costs needed to repair or replace that item.

Finalization

**Estimate Lines Included in Payment**

Estimate	Room	Item	Quantity	RC	Depres...	ACV	Paid	Coverage
Structure	Fence	Tear Out - Fence, Board Treated, 1"x6", 6'	150.00 LF	\$411.00	\$41.10	\$369.90	Paid	HOME/OTHRSTRUC
Structure	Fence	Replace - Fence, Board Treated, 1"x6", 6'	150.00 LF	\$3,402.01	\$340.20	\$3,061.81	Paid	HOME/OTHRSTRUC

**Shelter Insurance**

PO Box 6008  
Columbia, MO 65205-6008  
Fax: 888-742-5671

Description	Quantity	Unit Price	Per	Dep. Appl.	Paid	RC	Depreciation	ACV
ESTIMATE: Structure (Shelter Insurance)					Claim #HO00000003185676, JOSHUA VOWELL			
FLOORPLAN: Fence								
Fence								
1 Tear Out - Fence, Board Treated, 1"X6", 6'	150.00	\$2.74	LF	MAT LAB EQU MKT O&P TAX	Paid	\$411.00	\$41.10	\$369.90
2 Replace - Fence, Board Treated, 1"X6", 6'	157.50	\$21.60	LF	MAT LAB EQU MKT O&P TAX	Paid	\$3,402.01	\$340.20	\$3,061.81
<input type="checkbox"/> Includes 5% waste on quantity.								
Fence - Subtotal (2 items)						\$3,813.01	\$381.30	\$3,431.71
Fence - Subtotal (2 items)						\$3,813.01	\$381.30	\$3,431.71



## **Shelter Insurance**

PO Box 6008  
Columbia, MO 65205-6008  
Fax: 888-742-5671

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### **Photos:**

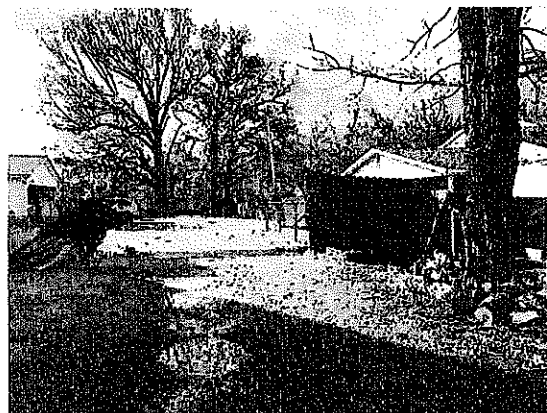
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1



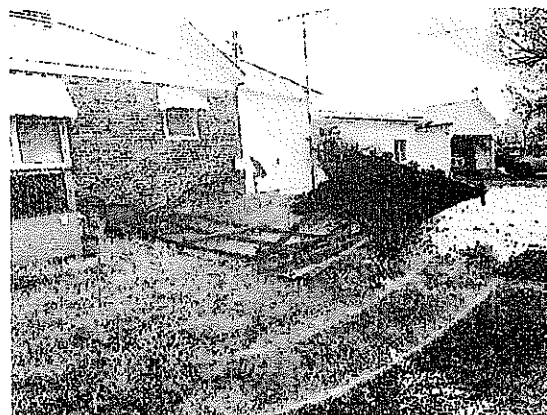
Wind damage to several fence sections

2



Wind damage to several fence sections

3



Wind damage to several fence sections

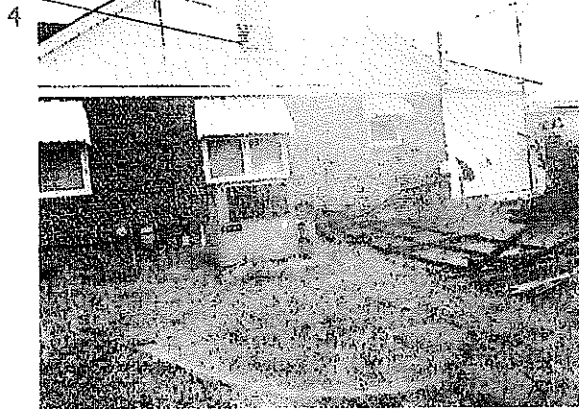


**Shelter Insurance**  
PO Box 6008  
Columbia, MO 65205-6008  
Fax: 888-742-5671

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## Photos:

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Wind damage to several fence sections



Wind damage to several fence sections



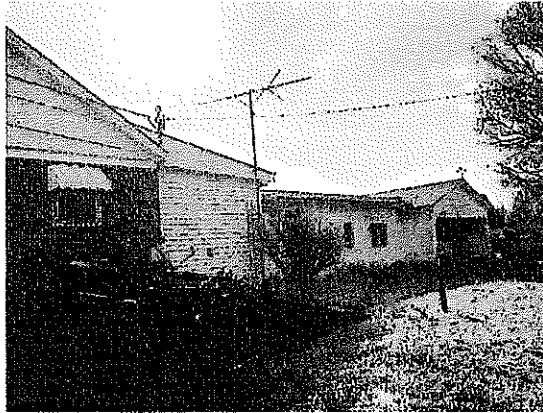
Wind damage to several fence sections



**Shelter Insurance**  
PO Box 6008  
Columbia, MO 65205-6008  
Fax: 888-742-5671

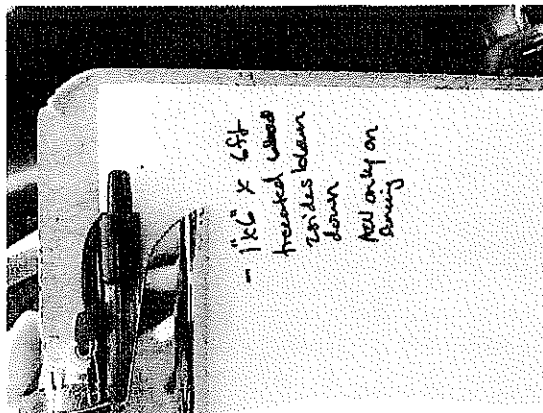
## Photos:

7



Wind damage to several fence sections

8



Scope notes

## EXHIBIT "3"



## LOSS ASSESSMENT

## LOSS ASSESSMENT

Insured: Josh Vowell  
Property: 1562 Westover Rd  
Jackson, TN

**Claim Number:****Policy Number:**

**Type of Loss:**

Date of Loss:  
Date Inspected:

Date Received:  
Date Entered: 9/21/2022 11:57 AM

Price List: TNJA8X\_DEC22  
Restoration/Service/Remodel  
Estimate: TN-1562-WESTOVER-RD1

## NOTICE

This document includes only the work that will be required to repair/replace the covered damages to replacement cost condition while abating all deteriorated, rusted, or other underlying conditions, of the areas shown in the carrier adjuster estimate, and while abiding by all state regulations and industry standards. Charges include, but are not limited to, scheduling and supervising all specialty trade sub-contractors, all permit processes, OSHA regulations, and required insurance coverages for this project, as well as provide worker's compensation coverage for our employees and subcontractors that they supervise, or that otherwise enter the job site while work is in progress. Therefore, General Contractors overhead and profit is charged on all projects, as well as the job related overhead general conditions that we incur as a General Contractor who follows all state requirements. The default demolition general labor (DMO) in the "unit price" of Xactimate removal line items is not used on any specialty, licensed, and/or hazardous trade in this estimate. This is required to appropriately represent the cost of job-personnel overhead that is built into Xactimate's line item price. Overhead and labor adjustments have been made due to the current economic and inflationary environment factors that contractors are working under and are subject to change as labor, equipment, and fuel prices, etc. fluctuate. The adjusters estimate for this loss does not account for any of the above and we arrived at these numbers by beginning where carrier initial estimate/scope ended -- and per the owner's request.

**LOSS ASSESSMENT****LOSS ASSESSMENT****TN-1562-WESTOVER-RD1****Main Level****Roof1**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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*Proper skilled trade (roofing) labor applied for the removal of the shingles/sheathing. The intricate care and expertise required to replace the damaged roofing system on a steep roof will be completed by one skilled roofing crew. The xactimate labor rates use the average Workers Compensation rates for each trade. For a roofing crew, tear off being paid as a demolition crew does not factor the cost of Workers Compensation as well as General Liability. The workers compensation rates are much more expensive than a demolitions crews workers compensation rates. The same, skilled roofing crew that will be completing the work on this project pay their workers compensation as roofers, not a demolition crew. They will not have coverage for the job if contracted as a demolition crew therefore we changed the tear off labor rate to reflect appropriately.*

77. Tear off, haul and dispose of comp. shingles - Laminated	36.83 SQ @	90.65 =	3,338.64
98. Add. layer of comp. shingles, remove & disp. - 3 tab	73.67 SQ @	31.57 =	2,325.76
Removal for 2 additional layers of roof covering existing on structure.			
88. Remove Roll roofing	6.32 SQ @	39.80 =	251.54
5. Remove Ridge cap - composition shingles	114.50 LF @	1.76 =	201.52
99. Remove Sheathing - spaced 1" x 6"	120.00 SF @	1.10 =	132.00

**Dry-In**

8. Replace Roofing felt - 30 lb.	20.99 SQ @	29.80 =	625.50
82. Replace Roofing felt - 15 lb. - double coverage/low slope	7.85 SQ @	41.64 =	326.87
83. Replace Drip edge/gutter apron	150.50 LF @	2.28 =	343.14

Per County Building Code: (2018 International Residential Code)

R905.2.8.5 Drip edge.

A drip edge shall be provided at eaves and rake edges of shingled roofs. Adjacent segments of drip edge shall be overlapped not less than 2 inches (51 mm). Drip edges shall be mechanically fastened to the roof deck at not more than 12 inches (305 mm) o.c. with fasteners as specified in Section R905.2.5 Underlayment shall be installed over the drip edge along the eaves and under the drip edge along rake edges.

9. Replace Drip edge	316.31 LF @	2.17 =	686.39
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Per County Building Code: (2018 International Residential Code)

R905.2.8.5 Drip edge.

A drip edge shall be provided at eaves and rake edges of shingled roofs. Adjacent segments of drip edge shall be overlapped not less than 2 inches (51 mm). Drip edges shall be mechanically fastened to the roof deck at not more than 12 inches (305 mm) o.c. with fasteners as specified in Section R905.2.5 Underlayment shall be installed over the drip edge along the eaves and under the drip edge along rake edges.

10. Replace Ice & water shield	268.20 SF @	1.21 =	324.52
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Per County Building Code: (2018 International Residential Code)

R905.2.8.2 Valleys.

Valley linings shall be installed in accordance with the manufacturer's instructions before applying shingles. Valley linings of the following types shall be permitted:

1. For open valleys (valley lining exposed) lined with metal, the valley lining shall be not less than 24 inches (610 mm) wide and of any of the corrosion-resistant metals in Table R905.2.8.2.
2. For open valleys, valley lining of two plies of mineral-surfaced roll roofing, complying with ASTM D3909 or ASTM D6380 Class M, shall be permitted. The bottom layer shall be 18 inches (457 mm) and the top layer not less than 36 inches (914 mm) wide.
3. For closed valleys (valley covered with shingles), valley lining of one ply of smooth roll roofing complying with ASTM D6380 and not less than 36 inches wide (914 mm) or valley lining as described in item 1 or 2 shall be permitted. Self-adhering polymer-modified bitumen underlayment complying with ASTM D1970 shall be permitted in lieu of the lining material.

**Install**

100. Replace Sheathing - spaced 1" x 6"	132.00 SF @	4.85 =	640.20
Allowance to replace existing damaged roof sheathing			

**LOSS ASSESSMENT****LOSS ASSESSMENT****CONTINUED - Roof**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
11. Replace Sheathing - plywood - 1/2" CDX	4,051.73 SF @	2.19 =	8,873.29
80. Remove AC plywood - 1/4"	3,683.39 SF @	0.37 =	1,362.85
there is 2 layers of decking on this home that has to come off.			
12. Replace AC plywood - 1/4"	4,051.73 SF @	2.88 =	11,668.98
there is 2 layers of decking on this home that has to come off.			
13. Replace Asphalt starter - universal starter course	466.81 LF @	1.43 =	667.54
<i>The starter course is different in material and labor cost than a full length 3 tab shingle and cannot be included in the waste factor. 3 tab shingles can not be used as a starter course.</i>			
14. Replace Laminated - comp. shingle rfg. - w/ felt	40.67 SQ @	227.67 =	9,259.34
<b>Allowance for 15% Waste</b>			
15. Replace Ridge cap - Standard profile - composition shingles	114.50 LF @	4.33 =	495.79
<i>The quality of the ridge has been changed to match the quality of shingles being installed on the roof. Ridge Cap - Composition shingles assumes standard 25 yr 3-Tab shingle is being used and cut to form a ridge cap.</i>			
16. R&R Exhaust cap - through roof - 6" to 8"	1.00 EA @	86.44 =	86.44
17. R&R Flashing - pipe jack	6.00 EA @	42.15 =	252.90
18. Replace Step flashing	168.50 LF @	7.17 =	1,208.15
19. Digital satellite system - Detach & reset	1.00 EA @	35.09 =	35.09
20. Digital satellite system - alignment and calibration only	1.00 EA @	105.26 =	105.26
<b>Additional Labor Hours.</b>			
21. Roofer - per hour	24.00 HR @	81.01 =	1,944.24
<b>Additional Labor Allowance for cleaning all torn debris up and placing debris on tarp to take to dumpster. Difficult access around the property and soft soil will limit the dumpster to the front elevation only.</b>			
22. Replace Siding Installer - per hour	16.00 HR @	75.51 =	1,208.16
Allowance to manipulate vinyl siding to replace flashing.			
Low Slope			
90. Replace Modified bitumen roof - self-adhering	7.27 SQ @	389.64 =	2,832.68
Unit price adjusted due to local market conditions.			
<a href="https://www.homedepot.com/s/GAF%20modified%20bitumen%20base%20sheet?NCNI-5">https://www.homedepot.com/s/GAF%20modified%20bitumen%20base%20sheet?NCNI-5</a>			
92. Replace 2" x 4" lumber - treated (.667 BF per LF)	90.20 LF @	2.73 =	246.25
nailer board required for increased roof height from installation of Poly-Iso			
93. Replace Insulation - ISO board, 2"	13.90 SQ @	214.26 =	2,978.21
Required to meet Residential IECC requirements for this region.			
94. Replace Glass mat gypsum - 1/4" - primed	6.95 SQ @	142.16 =	988.01
106. Remove Sheathing - plywood - 1/2" CDX	33.00 SF @	0.56 =	18.48
107. Replace Sheathing - plywood - 1/2" CDX	36.30 SF @	2.19 =	79.50
108. Replace Carpenter - General Framer - per hour	4.00 HR @	62.98 =	251.92
Labor to replace damaged framing members			
109. R&R 2" x 6" lumber - treated (1 BF per LF)	20.00 LF @	3.58 =	71.60

**LOSS ASSESSMENT****LOSS ASSESSMENT****Attic**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
104. R&R Vapor barrier - visqueen - 6mil Protection for attic space interior.	3,683.39 SF @	0.34 =	1,252.35
101. Additional charge for underlayment in confined spaces	3,683.39 SF @	0.49 =	1,804.86

**Gutters and Downspouts**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
23. R&R Gutter / downspout - aluminum - up to 5"	315.00 LF @	9.11 =	2,869.65
24. Clean gutter/downspout	315.00 LF @	0.62 =	195.30

**Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
25. R&R Siding - vinyl	525.00 SF @	5.35 =	2,808.75
26. R&R Soffit - vinyl	325.00 SF @	5.55 =	1,803.75
27. R&R Custom bent aluminum (PER LF)	635.00 LF @	19.58 =	12,433.30
28. R&R Awning - Window/door - Aluminum or steel	18.00 LF @	175.94 =	3,166.92
Materials adjusted per local market conditions. See links below.			

[https://www.generalawnings.com/window-awnings-c-81/ac1000-pan-type-window-awning-p-352?gclid=CjwKCAiAheacBhB8EiwAI tVO25R96VP2fN6eEx6fyi82AgYKsX3CB6iqfjhBJtUIOghHSFAuvpe6PBoC5\\_wQAvD\\_BwE](https://www.generalawnings.com/window-awnings-c-81/ac1000-pan-type-window-awning-p-352?gclid=CjwKCAiAheacBhB8EiwAI tVO25R96VP2fN6eEx6fyi82AgYKsX3CB6iqfjhBJtUIOghHSFAuvpe6PBoC5_wQAvD_BwE)

29. R&R Window screen, 1 - 9 SF	8.00 EA @	43.37 =	346.96
30. R&R Screen door - metal - 30" - 36" - full screen (no glass)	1.00 EA @	177.45 =	177.45
31. R&R Exterior door - wood - slab only	1.00 EA @	536.75 =	536.75
96. Replace Two coat stucco over masonry	800.00 SF @	3.93 =	3,144.00
33. Replace Stucco - General Laborer - per hour	6.00 HR @	37.83 =	226.98
Additional labor to setup and take down scaffold for stucco scope of work.			
34. Clean stucco	800.00 SF @	0.65 =	520.00
35. Seal & paint stucco	800.00 SF @	1.53 =	1,224.00
84. Remove Television antenna	1.00 EA @	27.41 =	27.41
85. Install Television antenna	1.00 EA @	68.60 =	68.60
86. Special Systems - Electrician - per hour	20.00 HR @	86.29 =	1,725.80
Additional labor required to remove and re install/ replace low voltage systems on elevations of the home.			
87. R&R Clothes dryer vent cover	1.00 EA @	37.07 =	37.07

**Fencing**

**LOSS ASSESSMENT****LOSS ASSESSMENT**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
36. R&R Wood fence 5'-8' high - cedar or equal Materials adjusted per local market conditions. See links below.  <a href="https://www.homedepot.com/s/2x4x8%20pressure%20treated?NCNI-5">https://www.homedepot.com/s/2x4x8%20pressure%20treated?NCNI-5</a>  <a href="https://www.homedepot.com/p/Deckmate-1-5-8-in-Tan-Exterior-Self-Starting-Star-Flat-Head-Wood-Deck-Screw-8-25-lbs-3-675-pcs-158DMT25BK/305418744">https://www.homedepot.com/p/Deckmate-1-5-8-in-Tan-Exterior-Self-Starting-Star-Flat-Head-Wood-Deck-Screw-8-25-lbs-3-675-pcs-158DMT25BK/305418744</a> <a href="https://www.homedepot.com/p/Quikrete-80-lb-Concrete-Mix-110180/100318511">https://www.homedepot.com/p/Quikrete-80-lb-Concrete-Mix-110180/100318511</a> <a href="https://www.homedepot.com/s/4%20x%204%20x%2010?NCNI-5">https://www.homedepot.com/s/4%20x%204%20x%2010?NCNI-5</a> <a href="https://www.homedepot.com/p/3-4-in-x-8-in-x-8-ft-Cedar-Board-0514388/203005148">https://www.homedepot.com/p/3-4-in-x-8-in-x-8-ft-Cedar-Board-0514388/203005148</a>	302.00 LF @	42.07 =	12,705.14
39. Clean with pressure/chemical spray - Heavy	11,360.00 SF @	0.54 =	6,134.40
37. Stain - wood fence/gate This is to Stain the front and back of privacy fence.	11,360.00 SF @	0.96 =	10,905.60
38. Replace Fencing Installer - per hour Additional lab hours required due to access and conditions of project site.	20.00 HR @	38.03 =	760.60

**Debris Removal**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
40. Dumpster load - Approx. 40 yards, 7-8 tons of debris	4.00 EA @	613.46 =	2,453.84
41. R&R Sheathing - OSB - 1/2" Plywood is for placement under and around dumpster to protect property.	256.00 SF @	2.05 =	524.80

**General Conditions**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
42. Taxes, insurance, permits & fees (Bid Item)	1.00 EA @	1,865.00 =	1,865.00
43. Mortgage Document Processing-can be amended Handling of inspectors, filing paperwork, and extra admin. 3% of job cost.	1.00 EA @	6,589.35 =	6,589.35
44. Residential Supervision / Project Management - per hour	40.00 HR @	64.02 =	2,560.80
45. Replace Temporary toilet - Minimum rental charge	1.00 EA @	122.92 =	122.92

**OFF-SITE CLIMATE CONTROLLED STORAGE**

58. Moving van (21'-27') and equipment - per day 2 Trucks to move to climate controlled storage and 2 trucks to move back after construction is completed.	4.00 EA @	195.95 =	783.80
59. On-Site Inventory, Packing, Boxing, Moving chrg - per hour 4 people 20 hours each to pack, box and inventory contents to be moved to climate controlled storage during construction and 4 people for 20 hours to move contents back and unpack when construction is completed.	160.00 HR @	43.48 =	6,956.80
60. Off-site storage & insur. - climate controlled - per month	3,683.00 SF @	1.04 =	3,830.32

**CLEAN UP**

61. Final cleaning - construction - Residential	SF @	0.28 =	0.00
62. Cleaning Technician - per hour Cleaning of Job site during and after project completion.	80.00 HR @	43.48 =	3,478.40
TN-1562-WESTOVER-RD1		1/16/2023	Pay

**LOSS ASSESSMENT**

## LOSS ASSESSMENT

**CONTINUED - General Conditions**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
63. Clean with pressure/chemical spray - Very heavy To clean the structure and walkways after construction is complete.	3,683.00 SF @	0.85 =	3,130.55

**Labor Minimums Applied**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
70. Heat, vent, & air cond. labor minimum	1.00 EA @	203.94 =	203.94
64. Door labor minimum	1.00 EA @	35.74 =	35.74
65. Window labor minimum	1.00 EA @	134.17 =	134.17

**Grand Total Areas:**

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
651.75 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
3,683.39 Surface Area	36.83 Number of Squares	466.81 Total Perimeter Length
114.50 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	127,005.49	83.90%	164,231.87	83.75%
Other Structures	24,371.34	16.10%	31,872.70	16.25%
Contents	0.00	0.00%	0.00	0.00%
Total	151,376.83	100.00%	196,104.57	100.00%

**LOSS ASSESSMENT**

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## LOSS ASSESSMENT

**Summary for Dwelling**

Line Item Total	127,005.49
Material Sales Tax	3,251.73
Subtotal	130,257.22
Overhead	19,538.64
Profit	13,025.79
P Ppty Cleaning Tax	1,410.22
<b>Replacement Cost Value</b>	<b>\$164,231.87</b>
<b>Net Claim</b>	<b>\$164,231.87</b>

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**LOSS ASSESSMENT**

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LOSS ASSESSMENT

**Summary for Other Structures**

Line Item Total	24,371.34
Material Sales Tax	1,126.82
Subtotal	25,498.16
Overhead	3,824.72
Profit	2,549.82
Replacement Cost Value	<b>\$31,872.70</b>
Net Claim	<b>\$31,872.70</b>

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## EXHIBIT "4"



# SWORN STATEMENT IN PROOF OF LOSS – DWELLING/STRUCTURE

STATE OF TennesseeCOUNTY OF MadisonTo Shelter General Insurance Company of Columbia, Missouri

At time of loss you insured the property described in Schedule "A", according to the terms and conditions of policy number 41-71-4057896-8 and all forms, endorsements, transfers and assignments attached to it.

- 1 TIME AND CAUSE: A loss occurred about the hour of 10/4 o'clock PM M., 3/1 2022. The cause of the loss was:

WIND

- 2 OCCUPANCY: The insured building was occupied at the time of loss for these purposes and no others:

Dwelling

- 3 OWNERSHIP AND INTEREST: At the time of the loss no one else had any interest in the property except:

N/A

- 4 CHANGES: Since the policy was issued there have been no assignments, or changes in ownership, use, occupancy, possession, additions, upgrades, location, or exposure to hazardous conditions of the property insured except:

N/A

- 5 INSURANCE: There was no other policy insuring the property except as listed on Schedule "B".

- 6 THE ACTUAL CASH VALUE of the property at the time of the loss was.....\$ 176,654.25

- 7 TOTAL RESTORATION COST.....\$ 196,104.57

This is the total amount from the last column of the Proof of Loss.

- 8 REPRESENTATIONS: I didn't intentionally cause the loss, nor did I directly or indirectly cause someone else to cause the loss. Neither I nor anyone with my consent or knowledge violated any policy condition. This proof of loss lists all property damaged or destroyed and I only listed property actually destroyed or damaged by the loss. All the information I supplied is accurate and complete. I have not tried to deceive Shelter Insurance Companies. I will give you any other information you request and it will become part of this Sworn Statement in Proof of Loss.

**Shelter does not waive any of its rights by giving me this form or helping me fill it out. All the answers are mine and they are true.**

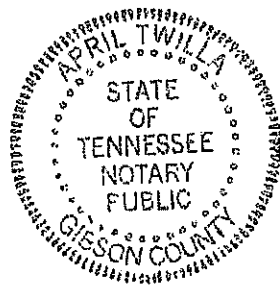
I, the insured reserve(s) all right(s) I may have under the insurance policy, inured(s) property. If this Proof of Loss does not comply with the policy conditions, you are hereby instructed to inform us within 15 days from the date of the Proof of Loss or any deficiencies will be considered waived. The said loss did not originate by any act, design or procurement on my part or nothing has been done by or with the privity or my consent, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in fact, made no attempt to deceive the said company, as to the extent of said loss, has in any manner been made.

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information, commits a criminal offense that is punishable by imprisonment and/or fine. Any insurance company or agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding a policyholder or claimant in a claim settlement must be reported to the State Division of Insurance.

Good Thru  
Signature(s)

TOSH VORSELL  
Insured(s)

Subscribed and sworn to before me this 10 day of January, 2023.



Twilla  
Notary Public  
Notary expires 07/16/2024



**SCHEDULE "A" – PROPERTY INSURED**

Coverage or Item Number	Amount of Insurance	Description of Property
A	110,300.00	Dwelling
B	11,480.00	Other Structures
C	77,210.00	PGF

Location of Property: 1562 Wacker Rd Twp, IL**SCHEDULE "B" – OTHER INSURANCE**

Policy No.	Expires	Name of Company
N/A	—	—

**SCHEDULE "C"**  
**DESCRIPTION OF PERSONAL PROPERTY AND AMOUNT OF LOSS**  
**(TO BE ATTACHED)**

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information, commits a criminal offense that is punishable by imprisonment and/or fine. Any insurance company or agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding a policyholder or claimant in a claim settlement must be reported to the State Division of Insurance.

Signature(s) 

Insured(s) \_\_\_\_\_



## AUTHORIZATION

This authorization relates to a loss that occurred on March 31, 2022

This authorization or a copy authorizes you to furnish to

**Shelter Mutual Insurance Company**  
**Its Employees or Representatives**

All information you may have regarding my salary, employment records, finances or installment purchases, credit or loan records, insurance records, tax records, property records, cell phone records, utility records, and police, traffic or accident reports, including personal or public records of any law enforcement agency relating to criminal arrests or convictions. I authorize you to release information that may be a consumer report under the Fair Credit Reporting Act.

This authorization applies to my past and present employers, financial and lending institutions, retail and wholesale businesses, credit agencies, law enforcement agencies, taxing agencies, utility companies, courts of record, fire marshals, insurance companies, contractors, architects, engineers, and administrative agencies.

Shelter Insurance and its representatives have permission to enter the property where the loss occurred to investigate. They can remove any item from the premises to investigate the loss. For vehicles, they have permission to move any item, part, or data for their investigation.

Everything removed to investigate and all statements I give to Shelter about the loss are the property of Shelter and can be used by the company to investigate the loss.

This authorization will be used only to investigate all aspects of the loss and any related matters.

I understand and agree that Shelter doesn't waive any policy terms by investigating the loss.

**WARNING: Any person who knowingly and with intent to injure, defraud, or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information, commits a criminal offense that is punishable by imprisonment and/or fine. Any insurance company or agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding a policyholder or claimant in a claim settlement must be reported to the State Division of Insurance.**

*[Signature]* \_\_\_\_\_  
 Policyholder's Signature Date

413-63-2234 \_\_\_\_\_  
 Social Security Number

101633845 \_\_\_\_\_  
 Driver's License Number and State

*[Signature]* \_\_\_\_\_  
 Policyholder's Signature Date

\_\_\_\_\_  
 Social Security Number

\_\_\_\_\_  
 Driver's License Number and State

☒ A copy has been received by a policyholder.



## EXHIBIT "5"



**SHELTER  
INSURANCE  
COMPANIES**

John Price  
Material Damage Adjuster  
Phone: 615-778-3975  
Fax: 888-742-5671  
Email: JPrice@ShelterInsurance.com

February 07, 2023

JOSHUA VOWELL  
1562 WESTOVER RD  
JACKSON, TN 38301-9640

RE:        Claim Number:        HO0000003185676  
            Date of Loss:         March 31, 2022  
            Insured:                Joshua Vowell

Dear Joshua Vowell,

We must return the Sworn Statement in Proof of Loss – Dwelling that you sent us. It is being returned because we need an unaltered document. Enclosed are additional forms, if needed.

Your policy requires a properly completed Sworn Statement in Proof of Loss before we can evaluate and consider paying this part of your claim.

At this time, we are denying your request for appraisal, as we have not had the opportunity to investigate the additional claims outlined in the proof of loss and the estimate you provided.

If you have any questions, please contact me.

Sincerely,

John Price  
Claims Department

## EXHIBIT "6"



BREWER KRAUSE  
BROOKS & CHASTAIN  
PLLC

March 28, 2023

**VIA U.S. MAIL AND CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Joshua Vowell  
1562 Westover Road  
Jackson, TN 38301

RE: Insured: Joshua Vowell  
Claim No: 3185676

Dear Mr. Vowell:

I represent Shelter Mutual Insurance Company ("Shelter"). Shelter has advised me that you are making a claim for insurance proceeds with respect to a loss occurring at 1562 Westover Road, Jackson, Tennessee. Accordingly, in accordance with the insurance policy provisions, Shelter has requested I conduct your Examination Under Oath ("EUO") in order to document your claim for insurance proceeds. Please contact me immediately by phone or email so that we may schedule this on a mutually convenient date and location.

When you come to the examination, I would appreciate you bringing the following items, if such are available to you:

1. Copies of any known insurance policies other than the policy issued by Shelter which may cover damages.
2. Copies of all contracts entered into within the past three (3) years concerning any repairs, construction, or maintenance on the property.
3. Copies of any documents related to the purchase of the property.
4. Copies of any real estate appraisals concerning the property at or around the time you purchased it or any refinancing.
5. Any and all photographs in your possession or available to you showing the damage.

ATTORNEYS AT LAW  
545 Mainstream Drive, Suite 101, Nashville, TN 37228  
Main: (615) 256-8787 Fax: (615) 256-8985

Page 2

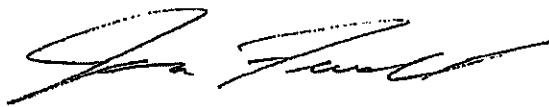
6. Any and all receipts, charge card statements, or other documents or documentation substantiating any costs incurred by you for any repairs made at the property resulting from this alleged loss.
7. Copies of all communications between you and William Griffin.
8. Any written agreements between you and William Griffin, and/or you and any other person or entity related to this insurance or this claim.
9. A copy of any and all estimates you have received for repairs to the property for the claimed loss.

There may be additional items that I will request you furnish after the examination. I would request that you provide these documents ahead of the examination if at all possible as it will speed matters along. Shelter could give no further consideration to your claim, or participate in appraisal, until the examination is completed, all documents requested have been furnished, and the necessary investigation has been completed.

The scheduling of your EUO, or the taking of any other action by Shelter, should not be construed as an acknowledgment that coverage exists for the claimed loss, nor should such be construed as a waiver of any of Shelter's rights, or the terms or conditions of the insurance policy, all of which are hereby specifically reserved.

Thank you for your attention to this matter.

Sincerely,



E. Jason Ferrell  
Attorney at Law  
Direct: (615) 630-7716  
E-mail: [jferrell@bkblaw.com](mailto:jferrell@bkblaw.com)

EJF:ejf

cc: Mr. William Griffin  
128 Poplar Street  
Gasden, TN 38337-3546

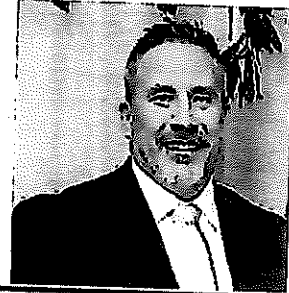
## EXHIBIT "7"

## **HEIDELBERG & MULLENS, INC**

**INSURANCE CLAIMS CONSULTING, APPRAISAL, & UMPIRE SERVICES**

**William Scott Heidelberg, President**

PH: 731.225.4187



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### **Background**

Mr. Heidelberg has a long history in residential and commercial general construction. He has lengthy experience in construction techniques and materials, having been self-employed in the industry since 1991. Mr. Heidelberg started in the construction industry as a framing employee for a residential development company in 1989 and continued form his own construction company in 1991, in which he performed as a sub-contractor and general contractor for twenty years.

Mr. Heidelberg has been a licensed independent insurance adjuster since 2005 and has adjusted thousands of claims that range from simple residential to extremely complex commercial and industrial claims. He has been an advocate for both the insurer as an IA and an advocate for the insured as a restoration contractor.

Mr. Heidelberg has been trained in applied electricity, heating, ventilating and air conditioning, as well as plumbing by a major mechanical contractor and held a related position for more than five years. He is knowledgeable in codes for building and mechanical trades.

Mr. Heidelberg currently performing inspections, documentation, and analysis of peril related damage, maintenance related damage, building envelope related failures and damage including roofs, cladding, windows, doors and water proofing systems. He is currently accepting assignments as appraiser for insurers and insureds in simple and complex disputes. He is currently accepting appointments as umpire in simple and complex appraisals. He is experienced in premises liability evaluation and surveys pertaining to insurance underwriting. These inspections encompass residential, commercial, industrial, civic, religious, hospitality, and multi-family residential building types.

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### **Professional Construction Experience**

#### **Mid-South Services, Inc, Jackson, Tennessee 2007-2010**

- Operating Partner
- Specializing in renovations of residential dwelling and insurance restoration construction.
- Wind, Water and Fire Mitigation and Restoration.
- Exterior and Interior.



- Sales

**Jackson Construction, Jackson, Tennessee 1994-2007**

- General construction duties including framing and finishing carpentry, tile installation, plumbing, HVAC and electrical.
- New Luxury Dwelling Construction Project Management
- Cantilever Construction on Steep Grades
- Multi-Family Dwelling Construction
- Planning and Design of Developments
- Large-Scale and Small-Scale Commercial Restaurant and Bar Renovation
- Restaurant and Bar Design and Layout
- Commercial Restroom Construction
- Commercial Assembly Place Building Codes Specialist

**Restoration Specialists, Inc, Jackson, Tennessee 1998 – 2004**

- Owner/operator.
- Specializing in renovations of residential dwelling and insurance restoration construction.
- Wind, Water and Fire Mitigation and Restoration

**McIntosh Development 1989 – 1991**

- General construction duties including framing and finishing carpentry

**S.M. Lawrence Company, Inc Mechanical Contractors 1986-1991**

- Residential HVAC, electrical, and plumbing. Installation of residential HVAC systems.
- Commercial HVAC, electrical and plumbing, including zone systems
- Commercial design and installation of HVAC systems
- Industrial design, installation and maintenance of HVAC systems and controls systems, including heavy load industrial chiller systems, variable air volume systems and pneumatic control systems.
- Troubleshooting, electrical and HVAC systems and diagnostics of performance.
- Residential, Commercial and Industrial Air Balancing
- Troubleshooting, electrical and HVAC systems and diagnostics of performance.
- Residential, Commercial and Industrial Air Balancing
- Certified by American Standard, Trane and Carrier as an installer and technician.
- Memphis State University in Co-op program with SML Inc. (Mechanical Engineering)

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**Professional Insurance Claims Experience**

**Licensed Independent Insurance Adjuster 2005 – Present**

- Kentucky, Indiana, Arkansas, Oklahoma, Texas, Louisiana, Mississippi, Alabama, Florida, Georgia, South Carolina, North Carolina, and Connecticut.

- Eligible in any state.
  - Thousands of successfully closed claims including residential property, commercial property, industrial, liability, retail liability, marine, total loss fire and water related, total loss commercial losses, bio-hazard losses.
  - Hundreds of successfully closed large loss residential and commercial claims including shopping centers, churches and industrial/warehousing buildings. Several claims in excess of \$2,000,000.00 loss.
  - Participation as an independent insurance adjuster in every major tropical event since 2005 in the US, as well as most wind and hail events during this time. Participation in wildfire catastrophe as well.
  - Trainer
- 

### **Professional Alternative Dispute Resolution Experience**

- Appraiser, Carrier and insured appointed, 2012 – 2021
  - 500+ appointments by insurers, 100+ appointments by insureds.
  - Umpire, 2015 – 2021
  - Years of experience successfully settling claims in litigation for insurers.
  - Years of experience in working on behalf of insurance carriers, with attorneys, public adjusters, and forensic engineers to find fair and honest settlements for my clients.
  - Years of ADR carrier training
  - Fair, ethical, and honest professional practices
  - Policy knowledge
  - Estimating software expertise.
  - Trainer
- 

### **Education and Certifications**

- State Farm Certified
- NFIP
- USAA Certified
- TWIA Certified
- IICRC – FSRT, WRT
- Licensed General Contractor (retired)
- Memphis State University, Non-traditional student. Mechanical Engineering
- HVAC Trade School
- Jackson State Community College, General Education.



Zachary M. Baker  
Claims@TDGroup.us  
Mobile (815)988-3337

## Curriculum Vitae

My involvement in family owned, small businesses began at a young age. I began working in the building trades at the age of fifteen. I became involved in large scale, historic renovations at the age of twenty as a "working" jobsite foreman. From age twenty through twenty-five, I became proficient at physically performing all of the building trades. This eventually led to a partnership in a fledgling real estate development firm. I became involved with the insurance industry seemingly by accident. I was assisting a storm restoration company on an insurance adjustment where in which Donan Engineering was involved. Soon after I spent the following two years performing ladder assists/consulting for Donan Engineering (while simultaneously acting as a Field Supervisor for a storm restoration company). This began what has become my entire career focus. While I still am engaged in real estate investments, my primary focus over the last (12) years has overwhelmingly been in the insurance industry. I have been fortunate enough to study under some of this industry's brightest minds (on both sides of the proverbial fence). The experience I have gained from working under RRCs, RROs, PEs, Attorneys and private business owners is what has allowed me to become proficient at settling large losses. There is still much that I have to learn, but I have been involved in hundreds of large commercial projects.

I am licensed as a Public Adjuster, but I do not utilize my licensing in the majority of cases I am involved in. I consider myself to be an extremely fair and reasonable individual. Most of my professional peers (on both sides) would tell you that I am both respectful and fair. Since 2013, the overwhelming majority of the claims I have adjusted, were settled without the aid of the Courts. I try my best to always maintain an unmatched work ethic, a tremendous sense of fair play, and am always willing to widen my professional knowledge from those who are more experienced. Above all else, I believe that if opposing parties meet on the common ground of good faith, any disagreement can be reconciled.

Currently, approximately 50% of my workload is processed via Appraisal. I find the "Alternative Dispute Resolution" process to be a more proficient way to handle losses because both interested parties are removed from the process. Additionally, I appear on the "Umpire List" of a number Independent Adjusters. I thoroughly support every position in each Appraisal and Adjustment. Even as someone who has spent most of my career representing the consumer, I believe that unnecessarily high estimates/awards lead to damaging the entire system (thus the consumer will inevitably suffer those consequences).

**Education**

2002-2003 Lincoln College  
2003-2004 College of Dupage

**Professional Experience**

1998-2000 RJB Design  
-General laborer

2000-2005 Gaynors Inc/Mr. Scotts LLC  
-Assistant Management/Jack of all trades for different family businesses. Work responsibilities consisted of labor, restaurant/bar management, customer relations, small scale renovations of rental properties.

2005-2007 JMZ/JFMB Properties  
-Job site floater on all active builds. Regularly performed roofing, carpentry, electrical, plumbing and demolition work.  
-Rental Property Site Technician. I serviced more than 200 rental units in historic buildings that had not yet been renovated.

2007-2014 Urban Equity Properties  
-Partner/Site Foreman. We focused on large scale, complete renovations of historic preservation properties, while also converting them to modern mixed-use developments. UEP is still a commanding presence in the Real Estate development markets of the Midwest.

2009-2011 Rockton City Council  
-Councilman for the City of Rockton, IL

2010-2012 Donan Engineering  
-Sub-contracted Consultant/Ladder Assist under Chris Hayes SE of Donan Engineering

2010-2013 HYTEK Exteriors/GC  
-Field Supervisor. Eventually became the Sales Manager and was the top grossing commercial salesman companywide from 2011-2013.

2013-Current Spartan Public Adjustments LLC  
-Owner/Primary Adjuster. Spartan PA is a Public Adjusting firm with a focus on the complex (and often large) insurance claims that other firms would release (or that would otherwise result in a lengthy legal battle). [www.SpartanPA.com](http://www.SpartanPA.com)

2014-Current The Heracles Group LLC

-Owner. The Heracles Group is a Real Estate development and management company with a focus on affordable, historic housing, with tenant service that is unmatched.

2017-Current The David Group LLC

-Claims Consultant. The David Group focuses primarily on claims consulting and all forms of alternative dispute resolution within the insurance restoration industry. We also offer our clients training in ethics, sales and logistical services within the industry. [www.TDGroup.us](http://www.TDGroup.us)

### **Additional Points of Recognition**

- I am a P.L.A.N. Certified Appraiser and Umpire
- I have been involved in hundreds of commercial projects to date.
- I have been involved in projects/claims with a total cost in excess of 12M.
- I take a "hands on" approach to every file. I conduct my own destructive testing and produce detailed property analysis reports (and estimates) for many of my customers.
- I have upset people at times with my practical approach to public adjusting. There have been several occasions where I have talked commercial clients out of filing insurance claims when they clearly have been misguided by an outside influence. I believe that this industry has become needlessly adversarial (on both sides). Unfortunately, it is the consumer who often suffers as a result.
- I have completed both the level 1 and level 2 Xactimate training. I am proficient at writing both residential and commercial property adjustment/Appraisal estimates.
- I have been a part of as many as (60) Appraisals in a calendar year.
- I have been certified in Lead removal in the State of Illinois
- I have been certified in Asbestos removal in the State of Illinois
- I have been licensed to practice as a Public Adjuster in (12) states.
- I have been licensed (and am proficient) in nearly all of the building trades.
- I have completed to date (3) Certified Commercial Roofing Manufacturer Courses.
- I have worked directly with (3) different State Historic Preservation boards on large projects.
- Spartan Public Adjustments LLC/ Zachary M Baker to date has had zero disciplinary action taken against it from any of the Department of Insurances/Attorney General Offices in any of the states where we have been licensed.
- I am technologically "savvy". I can efficiently utilize all Windows related programs. I have also built several desktop computers.

## **Professional References**

**-Attorney Raymond J Melton** has been successfully representing clients in and out of the courtroom for more than 20 years; he has tried more than 60 cases to jury verdict. Ray handles matters involving civil litigation including real estate, corporate litigation, real estate transactions and defends insurance carriers in. He regularly handles large, complex, multi-million-dollar transactions on behalf of his clients. Attorney Melton can attest to my ability, moral compass, and depth of industry related knowledge. We have worked opposite of each other and now regularly work together on large loss cases. Attorney Melton is a Partner at the Chicago based Law Firm of Smith Amundsen.

**Point of Contact:** Mr. Ray Melton (Partner) (312) 350-8740

**-Urban Equity Properties** is a large real estate development firm that Spartan PA has done work for a number of times over the years. We have successfully negotiated several, millions of dollars' worth of claims for them.

**Point of Contact:** Mr. Justin Fern (Founding Principal) (815)505-5178

**-Pivotal Recruiting** is one of the largest recruiting service providers for the storm restoration industry. We have worked closely with some of the same clients for years. The owner has referred me to several clients of his and has witnessed the proficiency of my work at both firms.

**Point of Contact:** Matthew Snow (Owner) (773) 991-9975

**-Hytek General Contracting** is a commercial and residential roofing firm with offices in Chicago, Detroit, and Rockford, IL. We have successfully negotiated insurance settlements for their customers (and their affiliated companies) consistently for the last few years. They continue to be a valued customer of ours.

**Point of Contact:** Mr. Joshua Wilson (630)776-3945

**-RAC Adjustments, Inc.** provides a comprehensive range of services including commercial and residential property adjusting, workers' compensation, vehicle appraising, catastrophe adjusting, special investigations, telephone adjusting, and third-party administration. I have been on the opposing end of adjustments opposite of their owner on several claims. He will attest to my character and ability as a Public Adjuster.

**Point of Contact:** Mr. Darrell S. Roum (Owner) (815)967-3201

**-TNT Property Group** is a large real estate development and management firm. Over the course of (5) years, we successfully obtained funding for complete replacements on every property they both owned and managed. Many of their developments are large multifamily properties (200+ unit properties) and large-scale commercial properties. As a result of our long standing, successful relationship, Mr. Tarandy had our firm do extensive work for his extended professional network.

**Point of Contact:** Mr. Mike Tarandy (Majority Owner) (773)671-3758

**-McDermaid Roofing & Insulating Co.** is the oldest commercial/union roofer in the City of Rockford, IL (and one of the largest in the State of Illinois). I have helped several of their large clients with claims related issues and have had a relationship with the company for more than (10) years.

**Point of Contact:** Paul Naretta (Owner) (815) 222-0074



**-Kaney Aerospace** is both an aerospace corporation/contractor and a property holdings firm that is still currently a customer of ours. They have several Industrial and Commercial properties (many of them in high security settings as a result of the airport and their dealings as an aerospace manufacturer). I have secured to date over (2) million in Insurance settlements for them (and have additional settlements of potentially 1.2M pending as a result of storms that occurred in 2020).

**Point of Contact:** Mr. Greg Steele (Property Agent/Manager) (815)978-5369

**-Windsor West Townhomes** is a large condominium/townhome development of more than (90) 3-4 bedroom townhomes. They initially received compensation of approximately \$22k from their Insurance Carrier after a large storm. We were retained and secured an (approximate) additional \$950k for them.

**Point of Contact:** Mr. Jon Pantano (Former President) (630)639-6592

**-Meiborg Brothers Inc** is a trucking and logistics firm headquartered in the Midwest. They are a current customer of ours, and I have successfully negotiated large property loss settlements for them several times in the past as well.

**Point of Contact:** Mr. Zach Meiborg (President/CEO) (779)210-3867

**-TNG Contractors INC** is a Commercial and Industrial builder headquartered in Nashville, TN. They have built many of the new hotels and gas stations in the Middle Tennessee area. We continue to work with them and all of their affiliated companies (and customers) on a regular basis. We have also negotiated large property settlements on Commercial properties owned by the Principal.

**Point of Contact:** Mr. Akbar Arab (Owner) (615)394-4196

**-Summit Exteriors** is a residential/commercial roofing company based in Illinois. Their owner is a former Independent Adjuster and Xactimate educator. I have resolved several large loss files with him over the past (10) years.

**Point of Contact:** Joshua Jacobson (Owner) (815) 847-8850

\*Further references are available upon request. Some of our other large clients are listed below:

VishioForry PLLC, Safe Harbor Public Adjusters, NRG Restore, Attorney Scott Green, Kevin Patel, Blackhawk Motors, Shanahowe Transportation, Stenstrom Companies Ltd, Reg Ellen Machine Tool Corp, Victory Sports Complex, Ayushi Inc, First Baptist Church of Missouri, Abidon Inc Properties, McClenny, Moseley & Associates, Dr. Carl Patrnczak and Associates, Comprehensive Community Solutions, Villa Vista Condominiums, Dowling Investments North LLC, Fratelli Investments LLC, Gaynor's Restaurants Group, The Hard Corporation Inc, Howard Johnson Hotels, Kramer Photographers, Golden Markets LLC, TriView Property Management LLC, Victory Church.



**MARY JO O'NEAL, Sr. GA Adjuster**  
**P.L.A.N. Certified Appraiser & Umpire, NFIP, CEA**

2226 General Raines Dr., Murfreesboro, TN 37129

615-849-6400

Maryjo6400@aol.com

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**SUMMARY OF QUALIFICATIONS**

- **Certified Appraiser with P.L.A.N. ( Property Loss Appraisal Network)**
- **Citizens of Florida – Commercial GA Adjuster**
- 19 yrs experience Independent Catastrophe Adjuster for various insurance companies with strengths in knowledge of various policies, state guidelines and policy limits.
- 31 yrs experience in the construction industry with outstanding customer service skills and a high level of ethics and professionalism.
- 42 yrs experience in Residential and Commercial Real Estate sales with extensive client communication and service skills, Nashville Metropolitan Area
- Enthusiastic team player/builder, outstanding communicator and negotiator, one-on-one and groups, written and oral.
- Creative problem solving: maximizing resources and time management.
- Computer skills in Xactimate, Simsol and MS Office products, including paperless file transfer protocols & wireless communication systems.
- State adjuster licenses: Florida, Texas, Louisiana & Georgia
- California Earthquake Accreditation (CEA) Certified.
- National Flood Insurance Program (NFIP) Certified large commercial, dwelling, mobile home, small commercial
- National Incident Management Systems (NIMS) and Incident Command System (ICS) training.
- E-RAILSAFE approved (certification to drive in rail yards)

**PROFESSIONAL EXPERIENCE**

- **4 yrs experience as Senior Adjuster & Appraiser representing various carriers: Allstate, Encompass, and Esurance.**
- **Court appointed and/or selected umpire on numerous commercial & residential disputed claims throughout Tennessee and surrounding states with awards in excess of \$1.4 million. Invoked as umpire position to settle disputed claims on new auto dealerships, large chain restaurants, multi-unit condominium complexes, large building products retail center, large furniture retail stores, large city owned office & public works buildings, garage maintenance facilities and fire stations.**
- Flood catastrophe adjuster, certified since 2007 with 6 yrs flood adjusting experience in the field. Adjusted numerous claims in excess of \$1,000,000.00 in various states including TN, TX, LA, GA & MS
- **Flood certified for Large commercial, dwelling, mobile home and small commercial claims.**
- Evaluated damages, completed estimates, negotiated with policyholders or their contractors and settled claims in a professional manner with minimum or no supervision or file rejection.
- Managed multiple claim assignments, accomplished 1st contacts and set reserves within required time
- Consistently maintained priority of customer service skills along with time management in a highly pressurized, multi-tasking environment under emergency conditions.
- **Experience Sinkhole claims settling for Citizens of FL.**
- **Completed Citizens of FL Large Commercial Desk Adjuster training as a Commercial GA adjuster.**
- Experienced in adjusting commercial liability claims involving in-depth investigation of large commercial claims to establish cause or fault as well as bodily injury claims.
- Catastrophic Insurance Adjuster for Hurricanes Charlie, Francis, Jean, Katrina, Wilma, Gustov, Ike, Irene, Sandy, Harvey, Irma, Michael etc., and Tropical Storm Dolly.
- Participated in settling claim assignments as an appraiser as well as selected as an umpire on various claims.
- Catastrophic Insurance Adjuster for Hurricanes, Hail, and Tornado events in TX, IN, KY, TN, MN, MO, FL, KS, NC, VA, NJ, LA, IA MS and Flood events in TN, MS, LA, TX, FL and IL.

- Liability Claims Adjuster (Personal Injury, Commercial, Residential & Automotive)

## CONSTRUCTION & REAL ESTATE

- Shared responsibility in floor plan selections and design with architectural changes, to setting and maintaining the construction budgets, overseeing the construction process and accomplishing the goal of higher profitability for the contracts.
- Assisted contractors with the overseeing of all phases of the building process while developing a working knowledge of residential construction.
- Managed multiple listings for sellers and builders/contractors while assisting multiple buyers in the selection, negotiation, loan qualification and closing process of all real estate transactions.
- Accomplished multi-million dollar sales awards several years in a row. Customer service as the main focus, with high ethical standards, professionalism and self-motivation attributing key factors.

## HISTORY

### 2003 - Present

Adjusted for various independent adjusting companies since 2003 including, but not limited to, Worley Co., EA Renfro, Eberls, Pacesetter Claims, Team One, Bradley Stinson & Assoc., NCA, Administrative Strategies, Colonial Claims, RJMW & CIS Specialty Claims.

### 1976 - 2018

Key Concepts Real Estate	2017 - Present
Bob Parks Realty, Murfreesboro, TN	2013 - 2017
Encore Real Estate Assoc.	2007 - 2010
Prudential - Rowland Real Estate	1999 - 2007
Bob Parks Realty, Murfreesboro, TN	1997 - 1999
Crye-Leike Realty, Murfreesboro, TN	1995 - 1997
Prudential Real Estate Assoc.	1987 - 1995
Mayes Real Estate	1979 - 1987
<b>General Contractor</b>	<b>1976 - 1989</b>

## EDUCATION & TRAINING

Certificate of Completion – Citizens of Florida Commercial DA Training Program (as a Commercial GA Adjuster)  
 Certificate, Flood Certified, (NFIP) Large Commercial, Dwelling, Mobil Home & Small Commercial  
 Certificate, Property Damage Course, Epps Insurance Training Program, Dallas, TX  
 Certificate, Earthquake Accreditation  
 Donan Engineering Roof Systems Course  
 Certificate, Insurance License for the State of Tennessee  
 Certificate, Auto Adjusting - Allstate  
 Certification of Completion - Adjusting Auto Flood & Hail Losses training  
 Certificate of Completion – Allstate Auto Adjusting Certification  
 Business Education, Middle Tennessee State University  
 Real Estate Fundamentals & Law, University of Tennessee

## ADJUSTING LICENSE & CERTIFICATION

NFIP Certified FCN#05080114 (Including LG Commercial)  
 CEA California Earthquake Certified  
 Florida state adjusters License #E141507  
 Texas state adjusters License #1263631  
 Georgia state adjusters License #3335254

Louisiana State Adjusters License #522698  
 Allstate Auto Adjusting Certification  
 Tennessee Real Estate Affiliate Broker License  
 Tennessee Insurance License

## SPECIFIC INSURANCE ADJUSTING EXPERIENCE &/or CERTIFICATIONS

State Farm  
 USAA  
 Allstate (Property & Auto)  
 Citizens of Florida (GA Commercial & Property)  
 St Paul Travelers  
 USF&G  
 QBE & QBE 1st  
 Liberty Mutual – LMAC (Core Adj.)  
 NFIP Direct & various flood carriers & WYO co.'s  
 Consumers Insurance Co. & Continental Western Ins. Co. (commercial liability and auto liability claims)

Nationwide (Wind, Hail & Flood)  
 Citizens Of Florida  
 Tower Hill (wind & flood) (dwelling & commercial)  
 Shelter  
 Safeco  
 Farm Bureau  
 American Family  
 Guard Insurance (Commercial property loss claims)  
 Farmer's (Fire Ins. Exchange) Flood

**DAVID W. HILSDON, P.E.  
7975 SODERLUND DRIVE  
MILLINGTON, TN 38053**

**CONSULTING ENGINEER  
(901) 485-1071 Vox & Txt  
davidwhilsdonpe@gmail.com**

**SCHEDULE  
OF  
PROFESSIONAL SERVICE FEES  
AS  
EXPERT WITNESS**

**Effective Date:** July 3, 2022

**Re:** Professional Engineer Expert Forensic Witness - retainer, case investigation, evaluation, preparation, deposition, mediation, arbitration & court appearance/testimony, travel, expenses, etc.

**Non-Refundable Initial Commencement Retainer Fees for case file creation, preparation, correspondence, review & initial research:**

Fixed Fee Non-Refundable Litigation Commencement Retainer of \$1,250.00.

**Fees for case preparation, correspondence, review, research and travel  
Beyond initial non-refundable Commencement Retainer:**

Time (per tenth of hour

**STAFF:**

Principal Engineer (P.E.)	\$225/hour*
Senior Engineer (P.E.)	\$210/hour*
Junior Engineer (P.E.)	\$180/hour*
Engineer Intern (E.I.)	\$165/hour*
Forensic Technician	\$100/hour*
Administration	\$ 65/hour*

\*Minimum Trip Fee / Staff member \$1,000/Day

**OUTSOURCED SERVICES:**

Technical Consultants	Cost plus 15%
Third Party Services	Cost plus 15%

**Fees for Depositions & Court Appearances:**

1/2 Day - (8:00 until 12:00 Noon or fraction thereof) @ \$1,000 minimum per 1/2 Day.  
Plus Expenses.

Full Day - (8:00 A.M. past Noon until 5:00 P.M. or fraction thereof) @ \$1,450 minimum  
per Full Day, continuing after 5:00 PM at \$225 per hour rate.  
Plus Expenses.

**Expenses:**

- a. Travel - @ \$0.65/Mile (Auto)
- b. Travel - @ cost plus 25% (Airline, Public)
- c. Tolls & Parking - @ cost plus 25%
- b. Room & Meals - @ cost plus 25%
- c. Postage & Envelope - @ cost plus 25%
- d. Scan Docs to file (pdf format) & Email:
  - 24" x 36" @ \$10.00/sheet;
  - 8.5" x 11" @ \$0.50/sheet
- e. Reproduction, copies, prints:
  - 24"x 36" @ \$15.00/sheet;
  - 8.5"x11" B&W @\$0.25/sheet
  - 8.5" x 11" Color @ \$0.75/sheet
- f. Vehicle, Equipment, tool rental - @ cost plus 25%
- g. Outsourced Services - cost plus 15%

\*\*\* END \*\*\*

**Andrew J. Fraraccio**

570 New Waverly Place, Suite 220, Cary, NC 27518  
Tel: 919.345.0548 / Fax: 866.369.1755 / email: [andyf@intrustclaims.com](mailto:andyf@intrustclaims.com)

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**Property Loss Consulting / Appraiser / Umpire / Loss of Business Income**

**Profile:**

Mr. Fraraccio carries 28 years of experience as independent insurance appraiser, umpire, adjuster, and property loss/business interruption consultant. Mr. Fraraccio also provides a diverse range of construction-related services with expertise in restoration and reconstruction of existing custom-built real property, and personal property. Mr. Fraraccio has served as an expert appraiser and umpire in hundreds of loss disputes nationally on behalf of individuals, insurers, and business-owners. He is responsible for Calculating Loss of Business Income, Project Management, Cost-Estimating, Scope Development, Damage Evaluations, Building Code-Compliance, Appraisal-Umpire Appointment, and Litigation Expertise. Among numerous selected achievements, Mr. Fraraccio served as umpire and appraiser for hundreds of large losses nationally, for commercial and residential structures, and contents. In addition, he settled several thousand business interruption losses and disputes throughout the United States, spanning 3 decades.

**Additional Selected Achievements**

Mr. Fraraccio developed and presented lectures and educational seminars to insurance carriers, law firms, and associations regarding property loss dispute resolution, appraisal, and arbitration. These educational seminars involve extensive research including state statutes and case laws, nationally. He is a nationally-recognized expert in litigated insurance claim disputes. He was also retained as an expert to settle scores of flood litigation claims for the NFIP and Write-Your-Own (WYO) insurance carriers.

Mr. Fraraccio has set industry standards in estimating software through research and Development of Digital Documentation Systems; also known as MS/B estimating system. He also set industry standards in the formatting and language used in captioned reports throughout the industry. He founded and principally operates Intrust Claim Servicing, Inc., a nationally-recognized dispute resolution and loss consulting firm.

**Education:**

Electronics Technology Degree: (3.84/4.0 G.P.A.): United Electronics Institute, Tampa, FL (1986)  
University of South Florida: Business Management Courses (1986-1990)  
St. Petersburg Jr. College: Business Management Courses (1991-1992)  
Manatee Jr. College: Business Management Courses, Technical-Writing, Physics 1-3, CAD and other engineering-related courses (1982-1983, 1988-1990)

Mr. Fraraccio's education and career experience also include Insurance Law, Electronic Engineering, and Research and Development.

**Licenses/Certifications:**

Umpire Certification – FL WIND Network  
Appraiser Certification – FL WIND Network  
Independent Adjuster License, State of North Carolina (License #NPN 1290237)  
Independent Adjuster License, State of Florida  
Independent Adjuster License, State of Texas  
Independent Adjuster License, State of Alabama  
Independent Adjuster License, State of Georgia  
Independent Adjuster License, State of Louisiana  
Independent Adjuster License, State of Mississippi  
IICRC WRT Certification / IICRC Fire and Smoke Restoration Certification  
State Farm Flood Certification  
Former Member of National Association of Independent Insurance Adjusters (NAIIA)  
FEMA (DHS) Contractor Certification (Badge Number 7608306526)  
National Flood Insurance Program (NFIP) Large Commercial Certification (FCN 06010133)

**Experience:**

**3/2001 to Present: Intrust Claim Servicing, Inc. (ICS, Inc.)**

**CEO/Umpire/Appraiser**

Responsible for handling everyday operations and management of this national loss consulting, independent appraisal and umpire services firm. These responsibilities include consulting and settling multi-million dollar large loss disputes, hiring appraisers and umpires, training of management, field adjusters, case managers, software implementation and website management. Estimation for commercial and residential property damages resultant from these perils: water, fire/smoke, wind, mold, flood, vandalism, collapse, earth quake, and construction defects.

**10/2011 - Present: Advanced Adjusting, LTD.**

**General Adjuster/Consultant**

Handled hundreds of large-loss flood claims for the NFIP and WYO carriers. Also, led the litigation team, handling and managing dozens of flood claims in litigation. Provided detailed protocols for, and settled many complex large losses for the company. Produced detailed scopes, exhibited estimating skills, produced presentations in negotiations with Attorneys and Public Adjusters for successful loss settlements.

**1/2007 to 12/2019: Insurance Claims Group, Inc.**

**Consultant: Appraiser/Umpire**

Provided detailed protocols for settling many large losses for the company. Also settled many large losses in the capacity of appraiser. Detailed scope, estimating skills, presentation and negotiation to appraisers and appraisal-umpires in successful loss settlements. Provided these services to insurance carriers, individuals, and business-owners.

**5/2010 – 3/2011: Worley Catastrophe**

**Consultant: Large Loss/Business Interruption**

BP Oil Spill: Advised and handled tens of thousands of large loss commercial Business Interruption claims throughout the Gulf of Mexico states (Texas, Louisiana, Mississippi, Alabama and Florida). Also supervised claims examiners and managed as liaison for several Florida panhandle offices.

**5/1993 to 3/2001: Self-employed Independent Insurance Adjuster**

During this 9 year period, Mr. Fraraccio worked as a daily claims adjuster and a catastrophe adjuster with an impeccable record for the following companies:

*Claim Adjustment Specialists, Inc., Global Claim Services, Inc., Catastrophe Specialists, Inc., B & H Claims Service, IMS Catastrophe Adjusters, Pilot Catastrophe Services, Inc., National Catastrophe Adjusters, Inc. (NCA), T.M. Mayfield & Co., Catastrophe Insurance Adjusters, Reid, Jones, McRorie & Williams, United Gates and Pylant, N&C Claims, Inc., Equity Claims, Inc., Resource Services, Inc., Worley Catastrophe Response, Insurance Claims Group, Inc.*

Mr. Fraraccio's professional experience with the above-listed companies covers claims concerning liability, appraisal losses, flood, hurricane, wind/hail, earthquake, freeze, and all other perils common throughout the continental United States.

**Estimating Software:** Xactimate / National Cost Estimator / Marshall & Swift / Simsol / Blue Book International

**Benevolence:** Mr. Fraraccio consistently volunteers his time and donates financial resources both locally and globally through various missions, helping the less fortunate improve their quality of life.



**Joseph T Harmon**

327 Meadow Branch Rd,  
 Bean Station TN. 37708  
 (228)-265-1910

[Joseph@harmonclaimsservices.com](mailto:Joseph@harmonclaimsservices.com)

Website [www.Hannonclaimsservices.com](http://www.Hannonclaimsservices.com)

Hello,

I would like to introduce myself my name is Joseph Harmon. I have moved to Bean Station TN. about 2 years ago, and I have just opened my company up. I own Harmon Claims Services. I am looking to only introduce myself and offer my services if needed. I have listed some of the things we do, and my qualifications. Feel free to contact us if we can help.

<b>Expert Construction Consultations</b>	<b>Xactimate Scope Review</b>	<b>Xactimate Data Entry</b>
<b>Insurance Appraiser/Umpire</b>	<b>Xactimate Estimate Writing</b>	<b>OSHA Safety Plans</b>
<b>Matterport 3D Camera for virtual walkthroughs or contents inventory</b>		<b>Contents Inventory</b>
<b>Coming soon Public Adjusting</b>	<b>Insurance Claims Review</b>	

**Licenses and Training**

1.MS. General Contractor License-	Issued June-15-2006
2.EPA Section 608 Certified-	Issued October-21-2016
3.OSHA 30-	Issued Febuary-14-2019
4.Construction Forklift Operator-	Issued April-1-2019
5.CIC Tower Crane Operator-	Issued May-1-2019
6.Rigging and Signaling Certification-	Issued November-12-2019
7.Fall protection Certification-	Issued November-12-2019
8.Public Adjuster Boot Camp-	Issued July-10-2020
9.P.L.A.N Appraiser Certified-	Issued June-30-2020
10.David Skipton's PA. Class-	Attended July-20-2020

**Related Experiences** -My family has been in the construction industry for as long as I can remember. Industries included drywall, painting, custom cabinets, HVAC, general contractor. My skillset is based on the construction industry.

**2002**-I was a trim carpenter for Westmoreland Contracting. I did all types of custom woodwork in high-end homes in Carolina trace Sandford NC. This was my afterschool/summer job until I graduated in 2004

**2004**-I worked for Hughes construction (Metal Framing Company). My duties included foremen and interior and exterior wall and blocking layout. I assisted in the construction of Cherokee Casino hotel 16 story addition in Cherokee NC, 2-5 story tower Hilton Garden Inn Duck head NC, and a 7-story dorm at Greensboro University in Greensboro Nc.

**2006**-Moved to Mississippi and got my General contractors License. I specialized in handyman small jobs, insurance claims, REO properties, custom remodels, new builds, spray foam, government work for navy base, government work for the VA Hospital, and Government work for the FAA for local airports. I covered Mississippi, Alabama, and Louisiana.

**Mid-2018**-Moved to Tennessee and I decided to take a job as a superintendent and tower crane operator for RGC INC. A prefabbed structural wall company out of garner NC. I have supervised the building of 2-3 story buildings and 2-4 story buildings In Rye, NY, 8-story ACH Marriott in Greenville SC, 3-5 story dorms in VA Tech College, a 13-story dorm in Penn State College. And started a 7 story in Detroit MI all before the Covid 19 Pandemic. I am currently training and expanding my area of expertise to take advantage of a new opportunity with insurance claims.